

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 133	
2. CONTRACT NO. N3220517C3513P00026		3. AWARD/EFFECTIVE DATE 14-Apr-2017		4. ORDER NUMBER		5. SOLICITATION NUMBER N32205-17-R-3513	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VIVETTE H. MOORE				b. TELEPHONE NUMBER (No Collect Calls) 757 443 5902	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 21 Mar 2017							
9. ISSUED BY MILITARY SEALIFT COMMAND NORFOLK 471 EAST C STREET BLDG T-26 NORFOLK VA 23511  TEL: FAX:		CODE N32205		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 483111 SIZE STANDARD: 500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR OFFSHORE SERVICE VESSELS, L.L.C. GARY CHOUEST 16201 E MAIN ST CUT OFF LA 70345-3804 TELEPHONE NO. 985-632-7144		CODE 0BFF3		FACILITY CODE		18a. PAYMENT WILL BE MADE BY WAWF SUBMIT ELECTRONIC INVOICES IAW WAWF CONTRACT CLAUSE MSC WORLDWIDE DC ANY	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$33,689,398.54</b>	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <b>(b)(6)</b>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CATHY STANGLER / CONTRACTS TEL: 202-685-5952 EMAIL: Cathy.Stangler@navy.mil		31c. DATE SIGNED 18-Apr-2017	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 133	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

## Section SF 30 - BLOCK 14 CONTINUATION PAGE

MOD P00001

The purpose of this modification is to add Pre Delivery Changes, as shown on the below spreadsheet:

ITEM	RFP PARA	DECK	PREFERRED CHANGE	REASON/ JUSTIFICATION	NOTES:
1	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
2	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
3	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
4	(b)(4)	(b)(4)	(b)(4)		(b)(4)
5	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
6	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
7	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
8		(b)(4)	(b)(4)	(b)(4)	(b)(4)
9	(b)(4)	(b)(4)	(b)(4)		(b)(4)
10		(b)(4)	(b)(4)	(b)(4)	(b)(4)

			(b)(4)		
11	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
12	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
13		(b)(4)	(b)(4)	(b)(4)	(b)(4)
14			(b)(4)		
15		(b)(4)	(b)(4)		
16		(b)(4)	(b)(4)		(b)(4)
17		(b)(4)	(b)(4)		
18		(b)(4)	(b)(4)	(b)(4)	(b)(4)
19	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
20	(b)(4)				
21	(b)(4)	(b)(4)	(b)(4)	(b)(4)	
22		(b)(4)	(b)(4)	(b)(4)	
23	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
24		(b)(4)	(b)(4)	(b)(4)	
25	(b)(4)		(b)(4)		
26	(b)(4)		(b)(4)	(b)(4)	
27		(b)(4)	(b)(4)	(b)(4)	(b)(4)

28	(b)(4)		(b)(4)	(b)(4)	(b)(4)
29			(b)(4)		(b)(4)
30			(b)(4)		

Through its execution of the bilateral modification, OFFSHORE SERVICE VESSELS, LLC unequivocally releases the Government from any and all liability under this contract from further equitable adjustments, claims, demands and causes of action, whatsoever kind or nature, arising from, by virtue of, or in consequence of this contract modification, including, but not limited to, delays, disruption (both local and cumulative), acceleration and attorney's fees.

#### MOD P00002

Through its execution of the bilateral modification, OFFSHORE SERVICE VESSELS, LLC unequivocally releases the Government from any and all liability under this contract from further equitable adjustments, claims, demands and causes of action, whatsoever kind or nature, arising from, by virtue of, or in consequence of this contract modification, including, but not limited to, delays, disruption (both local and cumulative), acceleration and attorney's fees.

#### P00004

1. FY19 funding is obligated to the contract covering charter hire and reimbursables from 01 October 2018 until the end of the firm period (21 December 2018).
2. The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4).
3. All other terms and conditions remain unchanged and in full force and effect.

#### P00005

The purpose of this modification is to exercise Option Period 1 of Contract N32205-17-C-3513

1. Option Period 1 of Contract N32205-17-C-3513 is hereby exercised subject to FAR 52.232-18 Availability of Funds. As such, the Contracting Officer will provide the Contractor a written notice via e-mail or other means determined acceptable when funds are made available.
2. DFARS 252.232-7007 Limitation of Government's Obligation is hereby added to the contract. Please see funding schedule below.

3. The option is exercised in accordance with the contract, FAR 52.217-9 Option to Extend the Term of the Contract.
4. The option period commences 22 December 2018 and expires 21 December 2019.
5. Department of Labor Wage Determination 2015-0213 (Rev. 12) is hereby incorporated into the contract.
6. In accordance with FAR 52.222-43, the Contractor is required to inform the Contracting Officer within 30 days if there was an increase in wage rates due to the new Wage Determination, and if there is, the amount of that increase. When and if such notice is received, the contract will be modified to increase the price to reflect such changes.
7. The total amount of funding on this contract has increased by (b)(4) from (b)(4) to (b)(4).
8. All other terms and conditions remain unchanged and in full force and effect.

P00006

- 1) The purpose of this modification is to replace Revision 2 of the Performance Work Statement with Revision 3 in order to incorporate the following changes:  
Update PWS Section E-2.1.7 Electrical Power to say the following: All GFE and Sponsor support and habitability areas require 60Hz. Electrical power to the mission support areas needs to be conditioned to ensure minimal spikes and surges in voltage, frequency and currents. Government will supply appropriate Uninterrupted Power Supply (UPS) equipment to sensitive equipment to minimize any electrical induced damage, but appropriate ships and/or mission support power generating equipment should be included to minimize power induced issues. This should include shifting between ship and shore power evolutions, as well as shifting between power generating equipment as part of normal maintenance or equipment rotation schedules.
- 2) The contractor shall provide the following:
  - a) install cabling for 2 new circuits in the SEATEL rack
  - b) pull back and reroute cables
  - c) install a 30A circuit breaker
  - d) install two 20A circuit breakers
- 3) The contractor agrees to provide electrical modification as described above for a total fixed price amount of (b)(4).
- 4) The parties hereby agree that the change in terms and conditions of the Contract set forth above provide them with full and complete adjustment to which each is entitled for the changes described above. The parties hereby waive all right, title, and interest, if any, to further adjustment for the aforesaid change.
- 5) All other terms and conditions of the Contract remain unchanged and in full force and effect.

P00007

- 1) The purpose of this modification is to add a requirement for a design study to transport Combat Craft Assault (CCA) prime movers/truck transporters on the 02 Deck of the M/V CAROLYN CHOUEST.

- 2) The contractor shall provide the following:
  - a. Conduct feasibility study for transport two (2) or up to four (4) International 7500 CXT trucks on the 02 Deck area of the MSV.
  - b. If transport of prime movers requires moving and/or removal of SCAN Eagle equipment, details of repositioning and/or removal should be annotated to allow maximum flexibility and planning by NSW forces.
  - c. Provide suitable drawing(s), if design review warrants, for specific lay-down areas on the 02 Deck for weight distribution, dunnage placement under vehicles, and tie downs required to ensure safe transport in all sea states that the MSV could be expected to operate in.
  - d. Provide a loading plan, if appropriate, to ensure loading and unloading of vehicles is needed to ensure safety of ship and crew.
  - e. Consider any emergency contingencies, and provide guidance for ship crew, to ensure safe transport at sea. Contingencies include, but are not limited to: high sea states, fires in the vehicles or vicinity of vehicles, fire in shipboard portable ammunition/weapons storage containers located directly below 02 Deck.
- 3) No vessel modification will be required as a result of this modification.
- 4) No changes to the Performance Work Statement are required as a result of this modification.
- 5) The contractor agrees to provide the design study as described above for a total fixed price amount of (b)(4)
- 6) The parties hereby agree that the change(s) to the contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s). The parties hereby waive all right, title, and interest, if any, to any further adjustment.
- 7) All other terms and conditions of the Contract remain unchanged and in full force and effect.

P00012

1. The purpose of this modification is to exercise Option Period 2 of Contract N32205-17-C-3513.
2. Option Period 2 is hereby exercised in accordance with FAR 52.217-9 Option to Extend the Term of the Contract.
3. The option period commences 22 December 2019 and expires 21 December 2020.
4. DFARS 252.232-7007 Limitation of Government's Obligation is hereby incorporated to the contract. Please see funding schedule below.
5. Part IV (l)(1) is modified; see Part I Box 75 below.
6. Part VIII (b): FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems is added; see Part I Box 75 below.
7. Part VIII (b): FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment is added; see Part I Box 75 below.

8. All other terms and conditions remain unchanged and in full force and effect.

P00014

- Due to COVID-19, the Government requires any on-signing crew to be quarantined for 14 days prior to embarkation aboard the vessel CAROLYN CHOUEST. At the end of the quarantine period, the crew will check out of the designated accommodation making the ROM period a total of 15 days. Edison Chouest Offshore (ECO)'s crew undergoing ROM must adhere to the facility rules of the hotel; additionally, other than the recreational times allowed, all crew must stay in their rooms.
- This modification provides funding for twelve (12) on-coming crew covering the next crew change. ROM Period starts 21 July and ends 4 August 2020. ECO has proposed a total of (b)(4) for the payroll costs of the crew for 15 days. The Government of Guam will provide for meals, clean hotel and clean transport during the ROM Period for the following personnel:

NAME	POSITION
(b)(6)	Master
(b)(6)	Mate
(b)(6)	Mate
(b)(6)	Chief Engineer
(b)(6)	Asst. Eng
(b)(6)	QMED
(b)(6)	QMED
(b)(6)	QMED
(b)(6)	AB
(b)(6)	AB
(b)(6)	AB
(b)(6)	Cook

- The parties hereby agree that the change(s) to the contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s) and that this agreement constitutes an accord and satisfaction of the above-described services, including providing hotel, transportation, and meals. The parties hereby waive all right, title, and interest, if any, to any further adjustment. The contractor will comply with the local area commander guidance in addition to the MSC QMS. Any additional cost incurred resulting from the contractor's personnel not ROMing in accordance with the local area commander guidance, from the price of MSC QMS requirements, and/or from any increased price of hotel, transportation, or meals will not be reimbursed by the Government. Additionally, the Contractor agrees that any savings experienced, to include crew not ROMing, will be deducted from submitted invoices.
- All other terms and conditions remain unchanged

P00016

- Due to COVID-19, the Government requires any on-signing crew to be quarantined for 14 days. 14 days of ROM starts 4 September and ends 17 September 2020. Edison Chouest Offshore (ECO)'s crew undergoing ROM must adhere to the facility rules of the hotel; additionally, other than the recreational times allowed, all crew must stay in their rooms. All crew will check out of the hotel after 14 nights and will be transported to the vessel the following day, bringing the total days to 15.



6. Contract Modification P00016 provides funding with a total of (b)(4) to cover for this ROM Period. Funding in the amount of (b)(4) is added to CLIN 2002AD to cover for the payroll costs, lodging, meals and incidentals for the 12 on-coming crew. The remaining amount of (b)(4) will be billed to CLIN 2002AB, bringing the total funded amount of 2002AB to (b)(4).

NAME	POSITION
(b)(6)	Mate
(b)(6)	Mate
(b)(6)	Mate
(b)(6)	Chief Engineer
(b)(6)	Asst. Eng
(b)(6)	Asst. Eng
(b)(6)	QMED
(b)(6)	QMED
(b)(6)	QMED
(b)(6)	AB
(b)(6)	AB
(b)(6)	Cook

7. The Government of Guam will provide a clean transport to all personnel who will undergo ROM.
8. This modification also updates FAR 52.204-25 previously added as a text, now added as a FAR Clause.
9. The parties hereby agree that the change(s) to the contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s). The parties hereby waive all right, title, and interest, if any, to any further adjustment.

The contractor will comply with the local area commander guidance in addition to the MSC QMS. Any additional cost incurred resulting from the contractor's personnel not ROMing in accordance with the local area commander guidance and MSC QMS requirements will not be reimbursed by the Government. Additionally, the Contractor agrees that any savings experienced from crew not ROMing will be deducted from submitted invoices.

10. All other terms and conditions remain unchanged.

#### P00019

11. Due to COVID-19, the Government requires any on-signing crew to be quarantined for 14 days. 14 days of ROM starts 23 October and ends 5 November 2020. Edison Chouest Offshore (ECO)'s crew undergoing ROM must adhere to the facility rules of the hotel; additionally, other than the recreational times allowed, all crew must stay in their rooms. All crew will check out of the hotel after 14 nights and will be transported to the vessel the following day, bringing the total days to 15.
12. Contract Modification P00019 provides funding with a total of (b)(4) to cover for this ROM Period. Funding in this amount of is added to CLIN 2002AG to cover for the payroll costs, lodging, meals and incidentals for the 12 on-coming crew.

NAME	POSITION
(b)(6)	Master

(b)(6)	Mate
(b)(6)	Mate
(b)(6)	Mate
(b)(6)	Chief Engineer
(b)(6)	Asst. Eng.
(b)(6)	Asst. Eng.
(b)(6)	QMED
(b)(6)	QMED
(b)(6)	AB
(b)(6)	Galley Hand
(b)(6)	Cook

13. The Government of Guam will provide a clean transport to all personnel who will undergo ROM.
14. The parties hereby agree that the change(s) to the contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s). The parties hereby waive all right, title, and interest, if any, to any further adjustment.

The contractor will comply with the local area commander guidance in addition to the MSC QMS. Any additional cost incurred resulting from the contractor's personnel not ROMing in accordance with the local area commander guidance and MSC QMS requirements will not be reimbursed by the Government. Additionally, the Contractor agrees that any savings experienced from crew not ROMing will be deducted from submitted invoices.

15. All other terms and conditions remain unchanged.

#### P00020

16. Due to COVID-19, the Government requires any on-signing crew to be quarantined for 14 days. 14 days of ROM starts 8 December and ends 22 December 2020. Edison Chouest Offshore (ECO)'s crew undergoing ROM must adhere to the facility rules of the hotel; additionally, other than the recreational times allowed, all crew must stay in their rooms. All crew will check out of the hotel after 14 nights and will be transported to the vessel the following day, bringing the total days to 15.
17. Contract Modification P00020 provides funding with a total of (b)(4) to cover for this ROM Period. Funding in this amount of is added to CLIN 2002AH to cover for the payroll costs, lodging, meals and incidentals for the 12 on-coming crew.

POSITION
Mate
Relf. Master
Mate
Chief Engineer
Asst. Eng
Asst. Eng
QMED
QMED

QMED
AB
AB
Cook

18. The Government of Guam will provide a clean transport to all personnel who will undergo ROM.
19. The parties hereby agree that the change(s) to the contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s). The parties hereby waive all right, title, and interest, if any, to any further adjustment.

The contractor will comply with the local area commander guidance in addition to the MSC QMS. Any additional cost incurred resulting from the contractor's personnel not ROMing in accordance with the local area commander guidance and MSC QMS requirements will not be reimbursed by the Government. Additionally, the Contractor agrees that any savings experienced from crew not ROMing will be deducted from submitted invoices.

20. All other terms and conditions remain unchanged.

#### OPTION PERIOD THREE

9. The purpose of this modification is to exercise Option Period 3 of Contract N32205-17-C-3513.
10. Option Period 3 is hereby exercised in accordance with FAR 52.217-9 Option to Extend the Term of the Contract.
11. The option period commences 22 December 2020 and expires 21 December 2021.
12. Department of Labor Wage Determination 2015-0213 Revision 17 is hereby incorporated into the contract.
13. In accordance with FAR 52.222-43, the Contractor is required to inform the Contracting Officer within 30 days if there was an increase in wage rates due to the new Wage Determination, and if there is, the amount of that increase. When and if such notice is received, the contract will be modified to increase the price to reflect such changes.
14. Incremental FY21 funding is added to the contract. 22 Dec 2020 to 30 Sep 2021 or 283 days of charter hire funding is added to CLIN 3001 in accordance with DFARS 252.232-7007 Limitation of Government's Obligation. The remaining 82 days of charter for Option Period 3 will be funded with FY22 funding. Please see funding schedule below.
15. Additionally, FY21 funding in the amount of (b)(4) is added to CLIN 3002 for reimbursable items.
16. All other terms and conditions remain unchanged and in full force and effect.

#### P00023

21. Due to COVID-19, the Government requires any on-signing crew to be quarantined for 14 days. ROM starts 17 February and ends 3 March 2021. Edison Chouest Offshore (ECO)'s crew undergoing ROM must adhere to the facility rules of the hotel; additionally, other than the recreational times allowed, all crew must stay in their rooms. All crew will check out of the hotel after 14 nights and will be transported to the vessel the following day, bringing the total days to 15.

22. Contract Modification P00023 provides funding to cover for this ROM Period. Funding in this amount of (b)(4) is added to CLIN 3003AB to cover for the payroll costs, lodging, meals and incidentals for the 13 on-coming crew.

POSITION
Mate
Mate
Mate
R.Eng
Asst. Eng
Asst. Eng
QMED
QMED
QMED
AB
AB
GH
Cook

23. The Government of Guam will provide a clean transport to all personnel who will undergo ROM.
24. The parties hereby agree that the change(s) to the contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s). The parties hereby waive all right, title, and interest, if any, to any further adjustment.

The contractor will comply with the local area commander guidance in addition to the MSC QMS. Any additional cost incurred resulting from the contractor's personnel not ROMing in accordance with the local area commander guidance and MSC QMS requirements will not be reimbursed by the Government. Additionally, the Contractor agrees that any savings experienced from crew not ROMing will be deducted from submitted invoices.

25. All other terms and conditions remain unchanged.

#### P00024

26. Due to COVID-19, the Government requires any on-signing crew to be quarantined for 14 days. ROM starts 28 April and ends 12 May 2021. Edison Chouest Offshore (ECO)'s crew undergoing ROM must adhere to the facility rules of the hotel; additionally, other than the recreational times allowed, all crew must stay in their rooms. All crew will check out of the hotel after 14 nights and will be transported to the vessel the following day, bringing the total days to 15.
27. Contract Modification P00023 provides funding to cover for this ROM Period. Funding in this amount of (b)(4) is added to CLIN 3003AC to cover for the payroll costs, lodging, meals and incidentals for the 13 on-coming crew.

POSITION

Master
Mate
Mate
Mate
Ch. Eng
Asst. Eng
Asst. Eng
Oiler
Oiler
Oiler
AB
AB
AB

28. The Government of Guam will provide a clean transport to all personnel who will undergo ROM.

29. The parties hereby agree that the change(s) to the contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s). The parties hereby waive all right, title, and interest, if any, to any further adjustment.

The contractor will comply with the local area commander guidance in addition to the MSC QMS. Any additional cost incurred resulting from the contractor's personnel not ROMing in accordance with the local area commander guidance and MSC QMS requirements will not be reimbursed by the Government. Additionally, the Contractor agrees that any savings experienced from crew not ROMing will be deducted from submitted invoices.

30. All other terms and conditions remain unchanged.

#### P00025

This modification is to deobligate unused FY20 and FY21 funds from the contract.

	CLIN	Obligated Amount	Invoiced Amount	Remaining Amount to be Deobligated	
P00026	2002AD	\$ (b)(4)	\$ (b)(4)	\$ (b)(4)	1. The purpose of this
	2002AG	\$ (b)(4)	\$ (b)(4)	\$ (b)(4)	
	2002AH	\$ (b)(4)	\$ (b)(4)	\$ (b)(4)	
	3003AB	\$ (b)(4)	\$ (b)(4)	\$ (b)(4)	
	<b>Total</b>			\$ (b)(4)	

modification is to replace four (4) magazine HVAC system.

- The Sponsor requested to remove and replace current systems with factory new, government provided units. It is requested that the previously removed units are replaced with the new units provided, ensuring electrical, mechanical, and freon systems are tested and in accordance with USCG and ship board requirements.
- Edison Chouest Offshore (ECO)'s proposal to satisfy the new requirement is a fixed price amount of (b)(4)
- Funding in the amount of (b)(4) is added via PR# 300942040-0001.

5. The parties hereby agree that the change(s) to the contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s).
6. All other terms and conditions, as modified, remain unchanged.

## CLAUSES INCORPORATED BY REFERENCE

252.232-7007      Limitation Of Government's Obligation

APR 2014

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition

applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)



**MSC DRYTIME****PART I - DRYTIME BOXES**

<p>Solicitation Number: N32205-17-R-3513</p>		<p>Vessel(s): <b>M/V Carolyn Chouest</b></p>	
<p>1. Vessel(s) Required:</p> <p>The vessel requirements are provided as Attachment E. Attachment E is hereby incorporated into the boxes for the purposes of FAR 52.212-4 (as tailored) paragraph (s) ORDER OF PRECEDENCE (TAILORED).</p> <p>See Block 75 for continuation.</p>		<p>2. Place / Range of Delivery: Guam or Hawaii</p>	
		<p>3. Place / Range of Redelivery:</p> <p>Guam or Hawaii</p>	
<p>4. Charter Period):</p> <p>PERIOD OF PERFORMANCE: BASE PERIOD IS APPROXIMATELY 365 DAYS WITH 3 – 1 YEAR OPTIONS AND FINAL OPTION PERIOD OF 11 MONTHS.</p>		<p>5. Laydays:</p> <p>Commencing/Cancelling : <b>22 December 2017</b></p>	
<p>6. Terms/Conditions/Attachments added, deleted or modified:</p> <p>The vessel shall be available for mission operations at all times when not in a maintenance availability coordinated with the Sponsor.</p> <p>The critical nature of this mission requires that the vessel and its systems remain fully operational for all missions.</p> <ul style="list-style-type: none"> <li>• Completed DD Form 254, Contract Security Classification Specification</li> <li>• Add Part V ( b ) NAVIGATIONAL EQUIPMENT</li> <li>• Add Part V ( e ) TIME CHARTER WAR RISK</li> <li>• Part IV(a) modified to delete inapplicable definitions</li> <li>• Part IV (q)(5) FUEL – delete “(See Attachment K for Off-Hire Percentages.)”</li> <li>• Part IV (aa) STANDARDS OF APPEARANCE – deleted subparagraphs 2 &amp; 3.</li> <li>• Part IV(ae) MSC SHIPBOARD ANTITERRORISM/FORCE PROTECTION MEASURES – delete (see Attachment H)</li> <li>• Part IV(ak) IMMUNIZATIONS – deleted</li> <li>• Part IV(ao) CREWLIST – delete (see E-4.10.6.1)</li> <li>• Part IV (i)(2) delete</li> <li>• Part IV(i)(3) delete</li> <li>• Attachment E-1.2, E-1.3, E-3.3.2.7.4, E-3.3.2.7.6, E-3.4.5 Scan Eagle replaced with Unmanned Aircraft System (UAS)</li> <li>• Attachment E -3.3.2.4 change to “UAS Operations Space”</li> </ul> <p>Boxes 50 – 62 N/A</p>			

Section SF 1449 - CONTINUATION SHEET

DRY TIME BOXES PART I

12. Remittance address for hire (if other than box 10):

Vessel(s):	M/V Carolyn Chouest
Solicitation Number : N32205-17-R-3513	Contract Number (date):

## PRICING DATA

FIRST PERIOD					
FULL OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE	
13.	USD per diem (b)(4)	14.	USD per diem N/A	15.	USD per diem N/A

SECOND PERIOD					
FULL OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE	
13A.	USD per diem (b)(4)	14A.	USD per diem N/A	15A.	USD per diem N/A

THIRD PERIOD					
FULL OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE	
13B.	USD per diem (b)(4)	14B.	USD per diem N/A	15B.	USD per diem N/A

FOURTH PERIOD					
FULL OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE	
13C.	USD per diem (b)(4)	14C.	USD per diem N/A	15C.	USD per diem N/A

	Vessel(s):  M/V Carolyn Chouest
Solicitation Number : N32205-16-R-3513	Contract Number (date):

FIFTH PERIOD					
FULL OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE		REDUCED OPERATIONAL STATUS RATE	
		N/A		N/A	
13D.	USD per diem	14D.	USD per diem	15D.	USD per diem
	\$21,726		N/A		N/A

16. Indicate anticipated crewing arrangements during ROS (Less Than 10 Days) and ROS (10 Days and Longer):

(b)(4)

17. Other Costs:

Delivery cost (b)(4)

	Vessel(s): M/V Carolyn Chouest
Solicitation Number : N32205-17-R-3513	Contract Number (date):

**LAYDAYS PROPOSED**

18. Laydays Proposed: 155 days after contract award in Guam 145 days after contract award in Hawaii	19. Estimated Readiness Date: <b>120 days after contract award</b>
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**VESSEL DATA**

20. Voluntary Intermodal Sealift Agreement (VISA) Status of Offeror and Vessel(s): (b)(4)	
21. Vessel type and, if applicable, MARAD design type (b)(4)	
22. Place built (b)(4)	23. Year built (b)(4) Flag: (b)(4)
24. INMARSAT Ident.: (b)(4)	25. Vessel's e-mail/Fax: (b)(4)
26. Call Letters (b)(4)	27. Official number: (b)(4)
28. Net registered tonnage: (b)(4)	29. Panama Canal tonnage (b)(4)
30. Gross registered tonnage: (b)(4)	31. Suez Canal tonnage: (b)(4)
32. Beam (extreme) a. (ft) (b)(4) b. (m) (b)(4)	33. Length Overall: a. (ft) (b)(4) b. (m) (b)(4)
34. Immerse (b)(4) ft in Box 36: a. (LT/in) (b)(4) b. (t/cm) (b)(4)	35. Length between perpendiculars: a. (ft) (b)(4) b. (m) (b)(4)
36. Summer mean draft: a. (ft) (b)(4) b. (m) (b)(4)	37. Deadweight capacity (on draft in Box 36): a. (LT) (b)(4) b. (t) (b)(4)
38. Displacement, loaded (on draft in Box 36): a. (LT/in) (b)(4) b. (t/cm) (b)(4)	39. Summer Load Line Freeboard: a. (ft) (b)(4) b. (m) (b)(4)
40. Shaft Horsepower/kilowatts: a. (hp) (b)(4) b. (kW) (b)(4)	41. Brake Horsepower/kilowatts: a. (hp) (b)(4) b. (kW) (b)(4)
42. Nationality of Master/Officers/Crew: (b)(4)	43. Number of persons other than crew that can be carried: (b)(4)
44. Classification society entered and class assigned: (b)(4)	
45. Insured value of vessel (USD): (b)(4)	46. Vessel's present position/destination: (b)(4)
47. Last dry-dock date (mm/dd/yy) (b)(4)	48. Next dry-dock date (mm/dd/yy): (b)(4)
49. MarAd subsidized vessel: (b)(4)	

50. Total grain cubic capacity (cu ft / cubic meters underdeck, exclusive of deep tanks, wing tanks, reefer spaces, and spaces fitted with cell guides):

51. Total Bale cubic capacity (cu ft / cubic meters underdeck, exclusive of deep tanks, wing tanks, reefer spaces, and spaces fitted with cell guides):

52. Number of tween decks:

53. Cargo Space

a. Square footage of cargo space (note particularly total ft<sup>2</sup>, ft<sup>2</sup> with 10 ft clearance, ft<sup>2</sup> underdeck, Ro/Ro Space):

b. Square meters of cargo space (note particularly total m<sup>2</sup>, m<sup>2</sup> with 3.048 m clearance, m<sup>2</sup> underdeck, Ro/Ro Space):

54. Total underdeck container capacity (TEU/FEU):

55. Total on-deck container capacity (TEU/FEU):

56. Total refrigerated-container capacity (TEU/FEU, including number/style of outlets):

57. Reefer-space capacity (cu ft / cu meters):

58. Deep-tank capacity (cu ft/cu meters/bbls):

59. Capacity of spaces fitted with cell guides (TEU):

60. Amount and location of permanent ballast carried:

61. General description of ramps (number, location, size, capacity, and type):  
(note particularly weight of heaviest permissible vehicle in LT or t)

Vessel(s):

Solicitation Number (date):	Contract Number (date):
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**CARGO CAPACITY (continued)**62. General description of cargo spaces and special features: **See block 75**

	Vessel(s):  <b>M/V Carolyn Chouest</b>
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Solicitation Number (date): N32205-17-R-3513	Contract Number (date):
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**GEAR**

63. Number/location/SWL capacity of winches, derricks, booms, and cranes:

(b)(4)

CASUALTIES / DEFICIENCIES



64. Has vessel been involved in any serious grounding or collision within twelve months from the submission date of this proposal?  
(include full description if "yes")

N/A

65. Are any deficiencies lodged by any regulatory body outstanding against the Vessel? (include full description if "yes")  
N/A

FUEL CONSUMPTION AT SERVICE SPEEDS

66. Average warranted speed (knots, for laden, moderate weather): (b)(4)	67. Average warranted speed (knots, for ballast, moderate weather): (b)(4)
68. Average fuel consumption (net bbls at 60 deg F and grade(s): for laden, moderate weather passage at speed identified in Box 66): (b)(4)	69. Average fuel consumption (net bbls at 60 deg F and grade(s): for ballast, moderate weather passage at speed identified in Box 67): (b)(4)
70. Auxiliaries underway fuel consumption (net bbls at 60 deg F and grade(s), only if not elsewhere identified): (b)(4)	71. Idle fuel period fuel consumption (net bbls at 60 deg F and grade(s)): (b)(4)

## FUEL CONSUMPTION AT VARIABLE SPEEDS

(b)(4)							
72: Grades Consumed:							
73 A. N/A	LADEN			73 B. N/A	BALLAST		
Knots	Net bbls per mile	Net bbls per day	Operating Range (NM)	Knots	Net bbls per mile	Net bbls per day	Operating Range (NM)
08	(b)(4)	(b)(4)	(b)(4)	08	(b)(4)	(b)(4)	(b)(4)
09	(b)(4)	(b)(4)	(b)(4)	09	(b)(4)	(b)(4)	(b)(4)
10	(b)(4)	(b)(4)	(b)(4)	10	(b)(4)	(b)(4)	(b)(4)
11	(b)(4)	(b)(4)	(b)(4)	11	(b)(4)	(b)(4)	(b)(4)
12	(b)(4)	(b)(4)	(b)(4)	12	(b)(4)	(b)(4)	(b)(4)
13	(b)(4)	(b)(4)	(b)(4)	13	(b)(4)	(b)(4)	(b)(4)
14	(b)(4)	(b)(4)	(b)(4)	14	(b)(4)	(b)(4)	(b)(4)
15	(b)(4)	(b)(4)	(b)(4)	15	(b)(4)	(b)(4)	(b)(4)
16	(b)(4)	(b)(4)	(b)(4)	16	(b)(4)	(b)(4)	(b)(4)
17				17			
18				18			
19				19			
20				20			
21				21			
22				22			

Vessel(s):

**M/V Carolyn Chouest**

Solicitation Number (date):

Contract Number (date):

## FUEL GRADE

#2 Diesel or equivalent

Vessel(s):

**M/V Carolyn Chouest**

Solicitation Number (date):

Contract Number (date):

## CONTINUATION

**75. (Continuation of Block 1)**

Part IV (l)(1) modified to read:

**(l) SUPERCARGO AND GOVERNMENT DESIGNATED REPRESENTATIVES**

- (1) Charterer's Option. The Charterer shall have the right to assign supercargo (supercargo as used herein is both plural and singular) and other Government designated representatives aboard the Vessel for duty purposes to the extent that accommodations and United States Coast Guard certification (when applicable) allow and in accordance with COMSC Instruction 3121.9 Series. The Owner shall victual U.S. Government supercargo on a per-meal, per-person basis at a not-to-exceed amount of (US) \$10.00 for breakfast, lunch at a not-to-exceed rate of (US) \$12.00, and dinner at a not-to-exceed rate of (US) \$19.00. Or, if the supercargo stay on the vessel overnight, the Charterer shall pay an amount of \$50.00 per day, per person, covering all expenses including accommodations and victualling. The Government particularly reserves the right to put a representative onboard the Vessel, with the pilot, at the approach to a discharge port (or otherwise as mutually agreeable) to inspect the Vessel and to monitor the unloading; reimbursement for accommodations and/or victualling is to be as described above.

Part VIII (b): add FAR 52.204-21 – Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) – CHECKED

PART VIII (b): add FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment – CHECKED

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

(a) \* \* \*

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

76. Cancellation Fee: The Contractor and Government agree the purpose of this clause is to induce the Contractor to offer to and to provide the required services when the Contractor otherwise would not offer to provide them because of the Contractor's inability to recover its out-of-pocket costs in the event the Government does not exercise an option to extend the term of the contract or terminates the contract for the convenience of the Government.

In the event the Government does not exercise an option to extend the term of the contract or terminates the contract for convenience, the Contractor shall be entitled to not-to-exceed cancellation costs subject to the following conditions and according to the following schedule:

Prior to Delivery                      \$0.00  
(of vessel)

Vessel acquisition \$

Reflagging \$

Conversion/Modification \$

During Fixed

Performance Period                      \$0.00

Vessel acquisition \$

Reflagging \$

Conversion/Modification \$

During 1<sup>st</sup> Option  
 Performance Period \$ 0.00  
 Vessel acquisition \$  
 Reflagging \$  
 Conversion/Modification \$

During 2<sup>nd</sup> Option  
 Performance Period \$0.00  
 Vessel acquisition \$  
 Reflagging \$  
 Conversion/Modification \$

During 3<sup>rd</sup> Option  
 Performance Period \$0.00  
 Vessel acquisition \$  
 Reflagging \$  
 Conversion/Modification \$

During 4th Option  
 Performance Period \$0.00  
 Vessel acquisition \$  
 Reflagging \$  
 Conversion/Modification \$

"Cancellation costs" means, and only means, costs specifically identified by the Contractor in its proposal and actually incurred by the Contractor between contract award and vessel delivery to the Government including, and limited to, the following categories of costs: costs incurred by the Contractor for vessel acquisition, reflagging costs and modification, or conversion costs, and only to the extent such modification, or conversion costs were incurred in order for the vessel to meet contract requirements. The Government has sufficient working capital funds for these cancellation costs.

When requesting payment of cancellation costs, the Contractor shall provide evidence satisfactory to the Contracting Officer verifying that Contractor actually incurred the specified categories of cancellation costs prior to delivery of the vessel to the Government and the amount thereof.

The cancellation costs must be reasonable, allowable, and allocable to the contract as defined in FAR 31.201. The Government will not be obligated in any event to reimburse the Contractor for the specified categories of cancellation costs in excess of the amount allotted in the schedule above for each contract period regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." The Contractor agrees that payment of the specified cancellation costs according to the schedule above for any contract period fully compensates the Contractor for the specified categories of cancellation costs. The Contractor waives any right it may have to claim any additional costs for the specified categories of cancellation costs in the event such cancellation costs become payable, whether as a result of a termination for convenience or as a result of the Government's failure to exercise an option. As used in this clause, the total amount payable by the Government for the specified categories of cancellation costs in the event the Government does not exercise an option or terminates the contract for convenience is as set forth in the schedule above.

This clause does not limit the rights of the Government under the clauses entitled "Default," "Termination for Convenience of the Government," "Loss of Vessel," "No Cost Cancellation – Deficiencies," "Remedies," or "Excessive Time Lost." The clauses entitled "Default," "Loss of Vessel," "No Cost Cancellation – Deficiencies," "Remedies," and "Excessive Time Lost" are not subject to cancellation costs.

Note: Pursuant to 10 U.S.C. § 2401, the Government is prohibited from entering into a vessel charter that contains a substantial termination liability. Offerors who submit substantial termination liabilities will not be considered for award. A substantial termination liability is defined by the statute as:

- i. An agreement by the U.S., under the contract, to pay an amount equal to or greater than 25% of the value of the vessel for the termination liability; or
- ii. An agreement by the U.S., under the contract, to pay an amount equal to or greater than 50% of the value of the vessel for the sum of the termination liability and the value of the total payments attributable to capital-hire.


ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Charter Hire Firm Period FFP				\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Charter Hire Firm Period FFP		Days	(b)(4)	\$0.00
	Charter Hire Firm Period (funding) Charter Hire (b)(4) Subject to Availability of funds)			(b)(4)	
	FOB: Destination V124				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Fuel Charges Firm Peiod FFP Fuel Charges Firm Period (funding) FOB: Destination V124		Each	\$0.00	\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	Port Charges Firm Period FFP Port Charges Firm Period (funding) FOB: Destination V124		Each	\$0.00	\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Delivery Bonus FFP Delivery Bonus (Subject to availablity of funds ) FOB: Destination			(b)(4)	\$0.00
NET AMT					\$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Pre-Delivery changes FFP 0001AE FY17 Carolyn Chouest funding to complete Pre-Delivery changes Sponsor Work Items (POP: Reimbursable Expenses 2521R FOB: Destination PURCHASE REQUEST NUMBER: N322057174P222	(b)(4)	Each	(b)(4)	(b)(4)
NET AMT					(b)(4)
ACRN AA CIN: N322057174P2220001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	Pre-Delivery funding for Sponsor Work FFP 0001AF FY17 Carolyn Chouest Pre-Delivery funding for Sponsor Work Request to upgrade the planned 35 flush mount tie-downs and purchase of additional 25 tie-downs Reimbursable 2521R FOB: Destination PURCHASE REQUEST NUMBER: N322057240P221	(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
NET AMT					(b)(4)
ACRN AA CIN: N322057240P2210001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	0001AA FY18 CAROLYN CHOUEST FIRM PERIOD CHARTER HIRE FOR (b)(4) AYS FFP	(b)(4)	Days	(b)(4)	(b)(4)
	0001AA FY18 CAROLYN CHOUEST FIRM PERIOD CHARTER HIRE FOR (b)(4) DAYS AT (b)(4) 2521K	(b)(4)			
	FOB: Destinati				
	PURCHASE REQUEST NUMBER: N322057362N321				

NET AMT

(b)(4)

ACRN AA

(b)(4)

CIN: N322057362N3210001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	0001AC FY18 CAROLYN CHOUEST FIRM PERIOD REIMBURSABLES (b)(4)	(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	FFP				
	0001AC FY18 CAROLYN CHOUEST FIRM PERIOD REIMBURSABLES (b)(4) 2521R	(b)(4)		(b)(4)	
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N322057362N321				

NET AMT

(b)(4)

ACRN AA

(b)(4)

CIN: N322057362N3210002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		(b)(4)	Each	(b)(4)	(b)(4)
	FY18 CAROLYN CHOUEST				
	FFP				
	0001AJ FY18 CAROLYN CHOUEST FIRM FIXED PERIOD DELIVERY				
	BONUS REIBURSABLES	(b)(4)	2521R		
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N322058011N322				
NET AMT					(b)(4)
ACRN AA					(b)(4)
CIN: N322058011N3220001					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AK		(b)(4)	Days	(b)(4)	(b)(4)
	FY19 CAROLYN CHOUEST FIRM PERIOD CHARTER HIRE FOR			(b)(4)	
	FFP				
	FY19 CAROLYN CHOUEST FIRM PERIOD CHARTER HIRE FOR			(b)(4)	
	AT	(b)(4)	2521K		
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N225888267N321				
	V124				
NET AMT					(b)(4)
ACRN AA					(b)(4)
CIN: N225888267N3210001					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AL		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	FY19 CAROLYN CHOUEST FIRM PERIOD REIMBURSABLES FFP			(b)(4)	
	FY19 CAROLYN CHOUEST FIRM PERIOD REIMBURSABLES (b)(4) 2521R			(b)(4)	
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N225888267N321 V124				
NET AMT					(b)(4)
ACRN AA					(b)(4)
CIN: N225888267N3210002					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Charter Hire Option 1 FFP				\$0.00
	Charter Hire Option 1 (funding)	(b)(4)			
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA				\$0.00	\$0.00
	Charter Hire Option 1 FFP				
	Charter Hire Option 1 (funding)	(b)(4)			
	FOB: Destination V124				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB	Fuel Charges Option 1 FFP Fuel Charges Option 1 (funding) FOB: Destination V124			\$0.00	\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC	Port Charges Option 1 FFP Port Charges Option 1 (funding) FOB: Destination V124			\$0.00	\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD		(b)(4)	Days	(b)(4)	(b)(4)
	FY19 CAROLYN CHOUEST OPTION 1 CHARTER HIRE FOR	(b)(4)	AT	(b)(4)	
	FFP				
	FY19 CAROLYN CHOUEST OPTION 1 CHARTER HIRE FOR	(b)(4)	AT	(b)(4)	
	(b)(4)	2521K			
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N225888267N321				
	V124				

NET AMT

(b)(4)

ACRN AA

(b)(4)

CIN: N225888267N3210003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE		(b)(4)	Days	(b)(4)	(b)(4)
	1001AE FY20 CAROLYN CHOUEST OPTION 1 CHARTER HIRE FOR	(b)(4)	AT	(b)(4)	
	DAYS AT				
	FFP				
	1001AE FY20 CAROLYN CHOUEST OPTION 1 CHARTER HIRE FOR	(b)(4)	AT	(b)(4)	
	DAYS AT	(b)(4)	2521K		
	FOB: Desti				
	PURCHASE REQUEST NUMBER: N225889260P412				
	V124				

NET AMT

(b)(4)

ACRN AA

(b)(4)

CIN: N225889260P4120001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Option 1 Reimbursables FFP				\$0.00

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	FY19 CAROLYN CHOUEST OPTION 1 REIMBURSABLES FFP			(b)(4)	
	FY19 CAROLYN CHOUEST OPTION 1 REIMBURSABLES (b)(4) 2521R			(b)(4)	
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N225888267N321 V124				

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NET AMT

(b)(4)

ACRN AA  
CIN: N225888267N3210004

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	1002AB FY19 CAROLYN CHOUEST ELECTRICAL DISTRIBUTION SYSTEM MODIFI FFP 1002AB FY19 CAROLYN CHOUEST ELECTRICAL DISTRIBUTION SYSTEM MODIFICATION (b)(4) 2521R FOB: Destination PURCHASE REQUEST NUMBER: N225889002N321 V124				
				NET AMT	(b)(4)
	ACRN AA CIN: N225889002N3210001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	1002AC FY19 CAROLYN CHOUEST OPTION 1 REIMBURSABLES FFP 1002AC FY19 CAROLYN CHOUEST OPTION 1 REIMBURSABLES (b)(4) (b)(4) 2521R FOB: Destination PURCHASE REQUEST NUMBER: N225889080P411 V124				
				NET AMT	(b)(4)
	ACRN AA CIN: N225889080P4110001				(b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AD		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)

1002AD FY19 CAROLYN CHOUEST OPTION 1 REIMBURSABLES  
FFP

(b)(4) 2521R

PURCHASE REQUEST NUMBER: N225889198P411  
V124

NET AMT

(b)(4)

ACRN AA  
CIN: N225889198P4110001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AE		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)

1002AE FY19 CAROLYN CHOUEST OPTION 1 REIMBURSABLES  
FFP

(b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: N225889227P411  
V124

NET AMT

(b)(4)

ACRN AA  
CIN: N225889227P4110001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AF		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	1002AF FY19 CAROLYN CHOUEST OPTION 1 REIMBURSABLES	(b)(4)		(b)(4)	
	FFP				
	1002AF FY19 CAROLYN CHOUEST OPTION 1 REIMBURSABLES	(b)(4)		(b)(4)	
	(b)(4) 2521R				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N225889260P411				
	V124				
NET AMT					(b)(4)
ACRN AA					(b)(4)
CIN: N225889260P4110001					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AG		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	1002AG FY20 CAROLYN CHOUEST OPTION 1 REIMBURSABLES	(b)(4)		(b)(4)	
	FFP				
	1002AG FY20 CAROLYN CHOUEST OPTION 1 REIMBURSABLES	(b)(4)		(b)(4)	
	(b)(4) 2521R				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N225889260P412				
	V124				
NET AMT					(b)(4)
ACRN AA					(b)(4)
CIN: N225889260P4120002					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Option 1 Projects FFP				\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	1003AA FY19 CAROLYN CHOUEST DECK DESIGN STUDY FOR TRANSPORT OF CC FFP 1003AA FY19 CAROLYN CHOUEST DECK DESIGN STUDY FOR TRANSPORT OF CCA PRIME MOVERS/TRUCK TRANSPORTS (b)(4) FFP, 2521R FOB: Destination PURCHASE REQUEST NUMBER: N225889052N321 V124			(b)(4)	

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NET AMT	(b)(4)
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ACRN AA  
CIN: N225889052N3210001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2001 Charter Hire Option 2

FFP

Charter Hire Option 2 (Funding) (b)(4) . \*\*\*The information on this CLIN is updated to reflect the correct number of days which is 366 instead of 365 days\*\*\*

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2001AA

Charter Hire Option 2

FFP

FOB: Destination

V124

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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2001AB

FFP

FOB: Destination

V124

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC				\$0.00	\$0.00

FFP  
 FOB: Destination  
 V124

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		(b)(4)	Days	(b)(4)	(b)(4)

2001AD FY20 CAROLYN CHOUEST OPTION 2 CHARTER HIRE  
 FFP

(b)(4) 2521K

FOB: Destination  
 PURCHASE REQUEST NUMBER: N225889338P411  
 V124

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NET AMT	(b)(4)
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ACRN AA  
 CIN: N225889338P4110001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE	2001AE FY21 CAROLYN CHOUEST OPTION 2 CHARTER HIRE FFP	(b)(4)	Days	(b)(4)	(b)(4)
		(b)(4)	2521K		
	PURCHASE REQUEST NUMBER: N225880269P411 V124				
			NET AMT		(b)(4)
	ACRN AA CIN: N225880269P4110001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Option 2 Reimbursables FFP				\$0.00
			NET AMT		\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA	2002AA FY20 CAROLYN CHOUEST OPTION 2 REIMBURSABLES FFP	(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
		(b)(4)	2521R		
	FOB: Destination PURCHASE REQUEST NUMBER: N225889338P411 V124				
			NET AMT		(b)(4)
	ACRN AA CIN: N225889338P4110002				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	2002AB FY20 CAROLYN CHOUEST OPTION 2 REIMBURSABLES FFP 2002AB FY20 CAROLYN CHOUEST OPTION 2 REIMBURSABLES (b)(4) (b)(4) 2521R ***1Sep20** (b)(4) will be billed to CLIN 2002AB to cover portion of September RO ing the total funded amount of 2002AB to \$476,016.65. FOB: Destination PURCHASE REQUEST NUMBER: N225880058P411 V124				
				NET AMT	(b)(4)
	ACRN AA CIN: N225880058P4110001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
	15 DAY ROM FFP 2002AC FY20 CAROLYN CHOUEST OPTION 2 REIMBURSABLES FOR 15 DAY COVID ROM FOR CREW MEMBERS (b)(4) 2521R FOB: Destination PURCHASE REQUEST NUMBER: N225880190P411 V124				
				NET AMT	(b)(4)
	ACRN AA CIN: N225880190P4110001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD	15 DAY ROM - September FFP 2002AD FY20 CAROLYN CHOUEST OPTION 2 REIMBURSABLES FOR 15 DAY COVID ROM FOR CREW MEMBERS FOB: Destination PURCHASE REQUEST NUMBER: N225880244P412 V124	(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
NET AMT					(b)(4)
ACRN AA CIN: N225880244P4120001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AE	OPTION 2 REIMBURSABLES FFP (b)(4) 2521R FOB: Destination PURCHASE REQUEST NUMBER: N225880252P411 V124	(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)
NET AMT					(b)(4)
ACRN AA CIN: N225880252P4110001					(b)(4)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AF		(b)(4)	Dollars, U.S.	(b)(4)	(b)(4)

2002AF FY21 CAROLYN CHOUEST OPTION 2 REIMBURSABLES  
FFP

(b)(4) 2521R

PURCHASE REQUEST NUMBER: N225880269P411  
V124

NET AMT

(b)(4)

ACRN AA  
CIN: N225880269P4110002

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AG		(b)(4)	Each	(b)(4)	(b)(4)

2002AG FY21 CAROLYN CHOUEST ROM Oct  
FFP

2002AG FY21 CAROLYN CHOUEST OPTION 2 REIMBURSABLES FOR 15  
DAY COVID ROM FOR CREW MEMBERS (b)(4) 2521R

FOB: Destination

PURCHASE REQUEST NUMBER: N225880282P411  
V124

NET AMT

(b)(4)

ACRN AC  
CIN: N225880282P4110001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AH	CAROLYN CHOUEST COVID ROM FFP ROM - December Crew Change FOB: Destination PURCHASE REQUEST NUMBER: N225880330P411 V124	(b)(4)	Activity Unit	(b)(4)	(b)(4)
NET AMT					(b)(4)
ACRN AD CIN: N225880330P41100001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Charter Hire Option 3 FFP Charter Hire Option 3 (Funding)		(b)(4)		\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA	Charter Hire Option 3 FFP Charter Hire Option 3 (Funding) FOB: Destination V124		(b)(4)	\$0.00	\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB				\$0.00	\$0.00

FFP  
FOB: Destination  
V124

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC				\$0.00	\$0.00

FFP  
FOB: Destination  
V124

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NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD		(b)(4)	Activity Unit	(b)(4)	(b)(4)

CAROLYN CHOUEST OPT 3 CHARTER HIRE

FFP

PoP: (b)(4)

FOB

PURCHASE REQUEST NUMBER: N225880343P411

V124

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NET AMT

(b)(4)

ACRN AE

CIN: N225880343P41100001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Option 3 Reimbursables FFP				\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA	CAROLYN CHOUEST OPT 3 REIMBURSABLES FFP PoP (b)(4) FOB: Destination PURCHASE REQUEST NUMBER: N225880343P411 V124	(b)(4)	Activity Unit	(b)(4)	(b)(4)

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NET AMT	(b)(4)
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ACRN AE CIN: N225880343P41100002	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Option 3 ROM, COVID-Test FFP				\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA	CAROLYN CHOUEST COVID TESTING FFP CAROLYN CHOUEST COVID TESTING FOB: Destination PURCHASE REQUEST NUMBER: N225880363P411 V124	(b)(4)	Activity Unit	(b)(4)	(b)(4)

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NET AMT	(b)(4)
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ACRN AF CIN: N225880363P41100001	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB		(b)(4)	Activity Unit	(b)(4)	(b)(4)
	Option 3 ROM FFP ROM: 17 Feb - 3 Mar FOB: Destination PURCHASE REQUEST NUMBER: N225881029P411 V124				
NET AMT					(b)(4)
ACRN AD CIN: N225881029P41100001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AC		(b)(4)	Activity Unit	(b)(4)	(b)(4)
	Option 3 ROM FFP ROM: 28 April to 12 May FOB: Destination PURCHASE REQUEST NUMBER: N225881109P411 V124				
NET AMT					(b)(4)
ACRN AG CIN: N225881109P41100001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Sponsor Work Request/s FFP				\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004AA	CAROLYN CHOUEST MAGAZINE HVAC REP FFP MAGAZINE HVAC REPLACEMENT REIMBURSABLES FOB: Destination PURCHASE REQUEST NUMBER: 1300942040-0001 V124	(b)(4)	Activity Unit	(b)(4)	(b)(4)

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NET AMT	(b)(4)
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ACRN AH CIN: 130094204000001	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Charter Hire Option 4 FFP Charter Hire Option 4 information only				\$0.00

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA	Charter Hire Option 4			\$0.00	\$0.00
	FFP				
	Charter Hire Option 4 (funding)		(b)(4)		
	FOB: Destination				
	V124				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB				\$0.00	\$0.00
	FFP				
	FOB: Destination				
	V124				

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC				\$0.00	\$0.00
	FFP				
	FOB: Destination				
	V124				

NET AMT

\$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002					\$0.00
OPTION	Option 4 Reimbursables FFP				

NET AMT

\$0.00

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	Government
0001AF	N/A	N/A	N/A	Government
0001AG	N/A	N/A	N/A	Government
0001AH	N/A	N/A	N/A	Government
0001AJ	N/A	N/A	N/A	Government
0001AK	N/A	N/A	N/A	Government
0001AL	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	N/A
1001AA	N/A	N/A	N/A	N/A
1001AB	N/A	N/A	N/A	N/A
1001AC	N/A	N/A	N/A	N/A
1001AD	N/A	N/A	N/A	Government
1001AE	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	N/A
1002AA	N/A	N/A	N/A	Government
1002AB	N/A	N/A	N/A	Government
1002AC	N/A	N/A	N/A	Government
1002AD	N/A	N/A	N/A	Government
1002AE	N/A	N/A	N/A	Government
1002AF	N/A	N/A	N/A	Government
1002AG	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	N/A
1003AA	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	N/A
2001AA	N/A	N/A	N/A	N/A
2001AB	N/A	N/A	N/A	N/A
2001AC	N/A	N/A	N/A	N/A
2001AD	N/A	N/A	N/A	Government

2001AE	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	N/A
2002AA	N/A	N/A	N/A	Government
2002AB	N/A	N/A	N/A	Government
2002AC	N/A	N/A	N/A	Government
2002AD	N/A	N/A	N/A	Government
2002AE	N/A	N/A	N/A	Government
2002AF	N/A	N/A	N/A	Government
2002AG	N/A	N/A	N/A	Government
2002AH	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	N/A
3001AA	N/A	N/A	N/A	N/A
3001AB	N/A	N/A	N/A	N/A
3001AC	N/A	N/A	N/A	N/A
3001AD	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	N/A
3002AA	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	N/A
3003AA	N/A	N/A	N/A	Government
3003AB	N/A	N/A	N/A	Government
3003AC	N/A	N/A	N/A	Government
3004	N/A	N/A	N/A	N/A
3004AA	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	N/A
4001AA	N/A	N/A	N/A	N/A
4001AB	N/A	N/A	N/A	N/A
4001AC	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0001AF	N/A	N/A	N/A	N/A
0001AG	N/A	N/A	N/A	N/A

0001AH N/A	N/A	N/A	N/A
0001AJ N/A	N/A	N/A	N/A
0001AK N/A	N/A	N/A	N/A
0001AL N/A	N/A	N/A	N/A
1001 N/A	N/A	N/A	N/A
1001AA N/A	N/A	N/A	N/A
1001AB N/A	N/A	N/A	N/A
1001AC N/A	N/A	N/A	N/A
1001AD N/A	N/A	N/A	N/A
1001AE POP 01-OCT-2019 TO 21-DEC-2019	N/A	N/A FOB: Destination	
1002 N/A	N/A	N/A	N/A
1002AA N/A	N/A	N/A	N/A
1002AB N/A	N/A	N/A	N/A
1002AC N/A	N/A	N/A	N/A
1002AD N/A	N/A	N/A	N/A
1002AE N/A	N/A	N/A	N/A
1002AF POP 20-SEP-2019 TO 30-SEP-2019	N/A	N/A FOB: Destination	
1002AG POP 01-OCT-2019 TO 21-DEC-2019	N/A	N/A FOB: Destination	
1003 N/A	N/A	N/A	N/A
1003AA N/A	N/A	N/A	N/A
2001 N/A	N/A	N/A	N/A
2001AA N/A	N/A	N/A	N/A
2001AB N/A	N/A	N/A	N/A
2001AC N/A	N/A	N/A	N/A
2001AD POP 22-DEC-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination	
2001AE N/A	N/A	N/A	N/A

2002	N/A	N/A	N/A	N/A
2002AA	POP 22-DEC-2019 TO 30-SEP-2020	N/A	N/A FOB: Destination	
2002AB	POP 27-FEB-2020 TO 30-SEP-2020	N/A	N/A FOB: Destination	
2002AC	N/A	N/A	N/A	N/A
2002AD	N/A	N/A	N/A	N/A
2002AE	N/A	N/A	N/A	N/A
2002AF	N/A	N/A	N/A	N/A
2002AG	N/A	N/A	N/A	N/A
2002AH	04-DEC-2020	1	N/A FOB: Destination	
3001	N/A	N/A	N/A	N/A
3001AA	N/A	N/A	N/A	N/A
3001AB	N/A	N/A	N/A	N/A
3001AC	N/A	N/A	N/A	N/A
3001AD	30-SEP-2021	1	N/A FOB: Destination	
3002	N/A	N/A	N/A	N/A
3002AA	30-SEP-2021	1	N/A FOB: Destination	
3003	N/A	N/A	N/A	N/A
3003AA	20-JAN-2021	1	N/A FOB: Destination	
3003AB	03-MAR-2021	1	N/A FOB: Destination	
3003AC	12-MAY-2021	1	N/A FOB: Destination	
3004	N/A	N/A	N/A	N/A
3004AA	POP 02-JUL-2021 TO 30-SEP-2021	N/A	N/A FOB: Destination	
4001	N/A	N/A	N/A	N/A

4001AA N/A	N/A	N/A	N/A
4001AB N/A	N/A	N/A	N/A
4001AC N/A	N/A	N/A	N/A
4002 N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

AA: 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000  
 AMOUNT: (b)(4)

AC: AA97X4930ND2A2520003300501202FPM4010300000155840  
 AMOUNT: (b)(4)

AD: 97X4930ND2A2600003300501202FPM4010  
 COST CODE: 100001736735  
 AMOUNT: (b)(4)

AE: 97X4930ND2A2520003300501202F000066  
 COST CODE: 89MMMPM4X101  
 AMOUNT: (b)(4)

AF: 97X4930ND2A2520003300501202FPM4020  
 COST CODE: 300000155840  
 AMOUNT: (b)(4)

AG: 97X4930ND2A2600003300501202FPM4010  
 COST CODE: 100001736735  
 AMOUNT: (b)(4)

AH: 97X4930 ND2A 220 32205 0 050120 2F 000000  
 COST CODE: A00006170572  
 AMOUNT: (b)(4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AE	N322057174P2220001	(b)(4)
	0001AF	N322057240P2210001	(b)(4)
	0001AG	N322057362N3210001	(b)(4)
	0001AH	N322057362N3210002	(b)(4)
	0001AJ	N322058011N3220001	(b)(4)
	0001AK	N225888267N3210001	(b)(4)
	0001AL	N225888267N3210002	(b)(4)
	1001AD	N225888267N3210003	(b)(4)
	1001AE	N225889260P4120001	(b)(4)
	1002AA	N225888267N3210004	(b)(4)
	1002AB	N225889002N3210001	(b)(4)
	1002AC	N225889080P4110001	(b)(4)
	1002AD	N225889198P4110001	(b)(4)
	1002AE	N225889227P4110001	(b)(4)
	1002AF	N225889260P4110001	(b)(4)
	1002AG	N225889260P4120002	(b)(4)
	1003AA	N225889052N3210001	(b)(4)
	2001AD	N225889338P4110001	(b)(4)

	2001AE	N225880269P4110001
	2002AA	N225889338P4110002
	2002AB	N225880058P4110001
	2002AC	N225880190P4110001
	2002AD	N225880244P4120001
	2002AE	N225880252P4110001
	2002AF	N225880269P4110002
AC	2002AG	N225880282P4110001
AD	2002AH	N225880330P41100001
	3003AB	N225881029P41100001
AE	3001AD	N225880343P41100001
	3002AA	N225880343P41100002
AF	3003AA	N225880363P41100001
AG	3003AC	N225881109P41100001
AH	3004AA	130094204000001

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# CLAUSES INCORPORATED BY REFERENCE

52.232-18

Availability Of Funds

APR 1984

## MILITARY SEALIFT COMMAND COMMERCIAL ITEM ACQUISITION DRYTIME CHARTER

### TABLE OF CONTENTS

#### Part

#### I. DRYTIME BOXES

#### II. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (tailored pursuant to FAR 12.302(a))

- (a) Inspection (tailored)
- (b) Assignment
- (c) Changes (tailored)
- (d) Disputes
- (e) Definitions (tailored)
- (f) Excusable Delays (tailored)
- (g) Invoice
- (h) Patent Indemnity
- (i) Payment
- (j) Risk of Loss (tailored)
- (k) Taxes (tailored)
- (l) Termination for the Government's Convenience
- (m) Termination for Cause (tailored)
- (n) Title
- (o) Warranty (tailored)
- (p) Limitation of Liability
- (q) Other Compliances
- (r) Compliance with Laws Unique to Government Contracts
- (s) Order of Precedence (tailored)
- (t) System for Award Management (SAM)

- (u) Unauthorized Obligations

### **III. DRY CARGO TIME TERMS AND CONDITIONS (Addendum to FAR 52.212-4)**

- (a) Charter Hire
- (b) Mission
- (c) Reporting Requirements
- (d) Crew
- (e) MARAD Construction Differential Subsidy (CDS)
- (f) Cargo Receipt
- (g) Loading and Discharging
- (h) Reserved III-4
- (i) Safety in Loading and Discharging Cargo
- (j) Deck Cargo
- (k) Cleaning
- (l) Ship Physical Security Equipment
- (m) Shipboard Security System (SSS) Requirements
- (n) AT/FP Requirements
- (o) Chemical, Biological, and Radiological Defense (CBR-D) and Force Protection (FP) Requirements
- (p) CBDR – Specifications for Decontamination Station
- (q) Personnel and Facility Security Clearances
- (r) Security Clearances and Common Access Cards (CAC)

### **IV. TIME CHARTER COMMON TERMS AND CONDITIONS (Addendum to FAR 52.212-4)**

- (a) General Definitions
- (b) Delivery
- (c) Redelivery
- (d) Ports/Places
- (e) Charter Period
- (f) Drydock
- (g) Insurance
- (h) War
- (i) Government War Risk Insurance / Indemnity
- (j) Readiness
- (k) Off-Hire
- (l) Supercargo and Government Designated Representatives
- (m) Time Lost
- (n) Negligence of Pilots
- (o) Port Charges and Expenses
- (p) Owner's Obligation
- (q) Fuel
- (r) Reduced Operational Status (Layup)
- (s) Waiver of Claims
- (t) Charter Not a Demise
- (u) Subcharter
- (v) General Average
- (w) Salvage
- (x) Limitations
- (y) Alterations

- (z) Reimbursable Supplies and Services (Charters)
- (aa) Standards of Appearance
- (ab) Savings
- (ac) Law Governing
- (ad) Substitution
- (ae) MSC Shipboard Antiterrorism/Force Protection Measures
- (af) Reserved
- (ag) Special Requirements
- (ah) Statutory Employee
- (ai) In-Transit Visibility
- (aj) Security Threat
- (ak) Immunizations (U.S. -Flag Only)
- (al) Reserved
- (am) Investigations
- (an) Military Extraterritorial Jurisdiction Act
- (ao) Crew List
- (ap) Bonuses
- (aq) No-Cost Cancellation
- (ar) Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)
- (as) Safty Management System

**V. DRY CARGO TIME ADDITIONAL CONTRACT REQUIREMENTS  
(AS APPLICABLE) (Addendum to FAR 52.212-4)**

(Unless specifically referenced in Box 6, the paragraphs that follow do not apply to this Charter Party)

- (a) Security Clearance
- (b) Natigational Equipment
- (c) Fuel Monitoring
- (d) Reserved
- (e) Time Charter War Risk
- (f) Automated External Defibrillator (AED)
- (g) Reserved
- (h) Crew Appearance
- (i) Tugs and Barges
- (j) Contractor Security

**VI. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED  
TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—  
COMMERCIAL ITEM**

- (a) Required
  - (1) FAR 52.222-50 Combating Trafficking in Persons With Alternate I
  - (2) FAR 52.233-3 Protest After Award
  - (3) FAR 52.233-4 Applicable Law for Breach of Contract Claim
- (b) Required by Contracting Officer as Applicable
  - (1) FAR 52.203-6 Restrictions on Subcontractor Sales to the Government with Alternate I
  - (2) FAR 52.203-13 Contractor Code of Business Ethics and Conduct
  - (3) FAR 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009
  - (4) FAR 52.204-10 Reporting Executive Compensation and First-



- Tier Subcontract Awards
- (5) Reserved
  - (6) FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
  - (7) FAR 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts
  - (8) FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
  - (9) FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters
  - (10) FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations
  - (11) FAR 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award
  - (12) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns
  - (13) Reserved
  - (14) (i) 52.219-6, Notice of Total Small Business Aside  
(ii) Alternate I (Nov 2011).  
(iii) Alternate II (Nov 2011).
  - (15) FAR 52.219-7, Notice of Partial Small Business Set-Aside
  - (16) FAR 52.219-8, Utilization of Small Business Concerns
  - (17) (i) 52.219-9, (i) 52.219-9, Small Business Subcontracting Plan  
(ii) Alternate I (Oct 2001) of 52.219-9.  
(iii) Alternate II (Oct 2001) of 52.219-9.  
(iv) Alternate III (Oct 2014) of 52.219-9.
  - (18) FAR 52.219-13 Notice of Set-Aside of Orders
  - (19) FAR 52.219-14, Limitations on Subcontracting
  - (20) FAR 52.219-16, Liquidated Damages—Subcontracting Plan
  - (21) FAR 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
  - (22) FAR 52.219-28 Protest Award Small Business Program Rerepresentation
  - (23) FAR 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns
  - (24) FAR 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program
  - (25) FAR 52.222-3 Convict Labor
  - (26) FAR 52.222-19 Child Labor – Cooperation with Authorities and Remedies
  - (27) FAR 52.222-21 Prohibition of Segregated Facilities
  - (28) FAR 52.222-26 Equal Opportunity
  - (29) FAR 52.222-35 Equal Opportunity for Veterans
  - (30) FAR 52.222-36 Affirmative Action for Workers with Disabilities
  - (31) FAR 52.222-37 Employment Reports on Veterans
  - (32) FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
  - (33) FAR 52.222-54 Employment Eligibility Verification

- (34) (i) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items
  - (ii) Alternate I
- (35) FAR 52.223-13 Acquisition of EPEAT® -Registered Imaging Equipment
  - (ii) Alternate I (Jun 2014) of 52.223-13.
- (36) FAR 52.223-14 Acquisition of EPEAT® -Registered Television
- (37) FAR 52.223-15 Energy Efficiency in Energy-Consuming Products
- (38) (i) FAR 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
  - (ii) Alternate I
- (39) FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- (40) FAR 52.225-1 Buy American Act—Supplies
- (41) (i) FAR 52.225-3 Buy American Act—Free Trade Agreements—Israeli Trade Act
  - (ii) Alternate I
  - (iii) Alternate II
  - (iv) Alternate III
- (42) FAR 52.225-5 Trade Agreements
- (43) FAR 52.225-13 Restrictions on Certain Foreign Purchases
- (44) FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States
- (45) FAR 52.226-4 Notice of Disaster or Emergency Area Set-Aside
- (46) FAR 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area
- (47) FAR 52.232-29 Terms for Financing of Purchases of Commercial Items
- (48) FAR 52.232-30 Installation Payments for Commercial Items
- (49) FAR 52.232-33 Payment by Electronic Funds Transfer – System for Award Management
- (50) FAR 52.232-34 Payment by Electronic Funds Transfer – Other Than System for Award Management
- (51) FAR 52.232-36 Payment by Third Party
- (52) FAR 52.239-1 Privacy or Security Safeguards
- (53) (i) FAR 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels
  - (ii) Alternate I
- (c) Required by Contracting Officer as Applicable to Services
  - (1) FAR 52.222-41 Service Contract Act of 1965
  - (2) FAR 52.222-42 Statement of Equivalent Rates for Federal Hires
  - (3) FAR 52.222-43 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)
  - (4) FAR 52.222-44 Fair Labor Standards Act and Service Contract Act--Price Adjustment
  - (5) FAR 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements
  - (6) FAR 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements
  - (7) FAR 52.222-17 Nondisplacement of Qualified Workers
  - (8) FAR 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations
  - (9) FAR 52.237-11 Accepting and Dispensing of \$1 Coin
- (d) Comptroller General Examination of Record
- (e) Flowdown Subcontractor

- (i) FAR 52.203-13 Contractor Code of Business Ethics and Conduct
- (ii) FAR 52.219-8 Utilization of Small Business Concerns
- (iii) FAR 52.222-17 Nondisplacement of Qualified Workers
- (iv) FAR 52.222-26 Equal Opportunity
- (v) FAR 52.222-35 Equal Opportunity for Veterans
- (vi) FAR 52.222-36 Affirmative Action for Workers with Disabilities
- (vii) FAR 52.222-37 Employment Reports on Veterans
- (viii) FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- (ix) FAR 52.222-41 Service Contract Act of 1965
- (x) FAR 52.222-50 Combating Trafficking in Persons With Alternate I
- (xi) FAR 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements
- (xii) FAR 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements
- (xiii) FAR 52.222-54 Employment Eligibility Verification
- (xiv) FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States
- (xv) FAR 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations
- (xvi) FAR 52.247-64 Preference for Privately Owned U.S.-Flagged Commercial Vessels

**VII. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS**

- (a) Required
  - (1) DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials
  - (2) DFARS 252.227-7015 Technical Data – Commercial Items
  - (3) DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data
  - (4) DFARS 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel
  - (5) DFARS 252.222-7007 Representation Regarding Combatting Trafficking in Persons
  - (6) FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan VII-1
- (b) Required for Contracts Greater than \$1,000,000.00
  - (1) DFARS 252.205-7000 Provision of Information to Cooperative Agreement Holders
- (c) Required for Contracts Greater than \$500,000.00
  - (1) DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
- (d) Required for Contracts that Exceed the Simplified Acquisition Threshold
  - (1) DFARS 252.225-7012 Preference for Certain Domestic Commodities
  - (2) DFARS 252.243-7002 Requests for Equitable Adjustment
- (e) Required for Contracts Awarded to U.S. Vendors
  - (1) DFARS 252.232-7003 Electronic Submission of Payment Requests

- and Receiving Reports
- (f) Required for Contracts Awarded to U.S. Flag Vessel
  - (1) DFARS 252.247-7027 Riding Gang Member Requirements
- (g) Required for Contracts where Offeror provided Negative Response to 252.247-7022 Representation of Extent of Transportation by Sea
  - (1) 252.247-7024 Notification of Transportation of Supplies by Sea
- (h) Required by Contracting Officer as Applicable
  - (1) DFARS 252.203-7003 Agency Office of the Inspector General
  - (2) DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)
  - (3) DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program)
  - (4) (i) DFARS 252.225-7001 Buy American and Balance of Payments Program
    - (ii) Alternate I
  - (5) DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals
  - (6) DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
  - (7) DFARS 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools
  - (8) DFARS 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings
  - (9) DFARS 252.225-7017 Photovoltaic Devices
  - (10) (i) DFARS 252.225-7021 Trade Agreements
    - (ii) Alternate I
    - (iii) Alternate II
  - (11) DFARS 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales
  - (12) DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments
  - (13) (i) DFARS 252.225-7036 Buy American—Free Trade Agreements—Balance of Payments Program
    - (ii) Alternate I
    - (iii) Alternate II
    - (iv) Alternate III
    - (v) Alternate IV
    - (vi) Alternate V
  - (14) DFARS 252.225-7038 Restriction on Acquisition of Air Circuit Breakers
  - (15) DFARS 252.227-7013 Rights in Technical Data – Noncommercial Items
    - DFARS 252.237-7019 Training for Contractor Personnel Interacting with Detainees
  - (17) DFARS 252.246-7004 Safety of Facilities, Infrastructure and Equipment for Military Operations
  - (18) DFARS 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer
  - (19) (i) DFARS 252.247-7023 Transportation of Supplies by Sea
    - (ii) Alternate I
    - (iii) Alternate II
    - (iv) Alternate III

#### VIII. ADDITIONAL FAR, DFARS AND MSC CLAUSES

- (a) FAR 52.252-2 Clauses Incorporated by Reference
- (b) Required FAR and DFARS Clauses by Contracting Officer as Applicable (Incorporated By Reference)
  - (1) FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
  - (2) FAR 52.232-18 Availability of Funds
  - (3) FAR 52.245-1 Government Property
  - (4) DFARS 252.201-7000 Contracting Officer's Representative
  - (5) DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights
  - (6) DFARS 252.204-7000 Disclosure of Information
  - (7) DFARS 252.204-7003 Control of Government Personnel Work Product
  - (8) DFARS 252.204-7008 Export-Controlled Items
  - (9) DFARS 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country
  - (10) DFARS 252.211-7006 Passive Radio Frequency Identification
  - (11) DFARS 252.215-7007 Notice of Intent to Re-solicit
  - (12) DFARS 252.215-7008 Only One Offer
  - (13) DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives
  - (14) DFARS 252.225-7040 Contractor Personnel Supporting a Force Deployed Outside the United States
  - (15) DFARS 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
  - (16) DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property
  - (17) DFARS 252.245-7002 Reporting Loss of Government Property
  - (18) DFARS 252.245-7003 Contractor Property Management System Administration
  - (19) DFARS 252.245-7004 Reporting, Reutilization and Disposal
  - (20) DFARS 252.247-7025 Reflagging or Repair Work
- (c) Required FAR, DFARS and MSC Clauses (Incorporated By Full Text)
  - (1) FAR 52.204-7 System for Award Management (SAM)
  - (2) FAR 52.217-8 Option to Extend Services
  - (3) MSC Option to Extend the Term of the Contract
  - (4) Reserved
  - (5) Reserved
  - (6) DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions
  - (7) MSC Specific Wide Area Workflow (WAWF) Instructions
  - (8) DFARS 252.232-7010 Levies on Contract Payments
  - (9) DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

## IX. ATTACHMENTS

- A Government Furnished Property and Directives (GFP)
- B Basic Pricing Data
- C Crew Complement
- D DD Form 254, Contract Security Classification Specification
- E Vessel Requirements & Performance Work Statement
- F SF LLL, Disclosure of Lobbying Activities
- G U.S. Department of Labor Wage Determination
- H Anti-Terrorism/Force Protection (AT/FP) Requirements
- I Specifications for Chemical, Biological and Radiological Defense (CBR-D)

- Decontamination Station
- J Shipboard Security System (SSS) Requirements
- K Off Hire Guidelines
- L COMSCINST 3121.9 Series, MSC Standard Operating Manual (SOM)
- M Contract Data Requirement List (CDRL)
- N Mission Cargo Data
- O Classified Vessel Requirement (Not distributed with Solicitation)
- P Past Performance Data/Questionnaire

## PREAMBLE

### **DRY TIME UNDER FAR PART 12**

## PREAMBLE

1. This Request for Proposals (RFP) is a solicitation for offers to perform a Charter Party (the "Contract" or the "Charter") in accordance with the terms and conditions herein.
2. The Charter, when awarded, will consist of the completed Standard Form (SF) 1449, this Preamble, and completed Parts I through IX.
3. The signature of the Contracting Officer on SF 1449 signifies acceptance of the Contractor's proposal and award of the Charter. The SF 1449 and Parts I through IX contain in full all of the amendments, references, responses, deletions, additions and interlineations made by both parties to the RFP and the proposal as of the Charter Party date. In the event that there is any inconsistency between the terms and conditions of this Contract and those in an offeror's proposal, this Contract shall control. All references to boxes in Parts I through IX shall be to Part I of the boxes unless otherwise stated.
4. Each of the Parts or any portion thereof of this Charter Party shall be deemed severable, and should any Part or any portion thereof be held invalid, illegal, or unenforceable, the remaining Parts and portions thereof shall continue in full force and effect. The headings herein are for the sake of convenience and reference only, and shall not affect the interpretation of this Charter Party.

## PART II - FAR 52.212-4

### **PART II. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2015) (tailored pursuant to FAR 12.302(a))**

\* Indicates that the clause is not tailorable.

^ Indicates that the clause has not been tailored.

#### **(a) INSPECTION (TAILORED)**

##### **(1) In General**

- (i) The Vessel and Associated Equipment shall be subject to the Government's inspection as to suitability for the required service prior to delivery and subject to subsequent inspections at any time during the period of this Charter to determine continuing suitability for the required service as well as to determine whether the material condition of the Vessel and Associated Equipment will prevent effective operation during basic and optional periods (if any) of this Charter. Such inspections may include, but not be limited to:

- (A) Condition and operability of all cargo handling gear including standing and running rigging, cranes, booms, gantries, and status of regulatory body inspections of same;
  - (B) Condition and operability of navigation, communication, and environmental protection equipment and existence of appropriate technical manuals and onboard spares;
  - (C) Condition (tightness and preservation) of hull, deck plating, superstructure, divisional bulkheads and the operability of ground tackle;
  - (D) General material condition and maintenance of the Vessel;
  - (E) Condition, operability, and certification of required safety and firefighting equipment;
  - (F) Operability and safety of engineering spaces and equipment;
  - (G) Bunker survey;
  - (H) Condition of all equipment required under this Charter;
  - (I) Condition (tightness and preservation) of cargo access equipment including hatch covers, between-deck covers, doors, ramps, ports, and elevators;
  - (J) Condition of holds.
- (ii) The Government further reserves the right to have the Vessel surveyed at any time by an independent surveyor.
- (iii) If in the opinion of the Government Inspector or independent surveyor deficiencies exist that preclude the adequacy of the Vessel for the assigned service, a notice for correction will be issued. In the event that the stated deficiencies are not corrected in a reasonable period of time and in the opinion of the Contracting Officer (based upon the recommendation of the Government Inspector and/or the independent surveyor) the Vessel is inadequate for the intended services or unable to operate for the remaining period of this Charter as a result of these deficiencies, the Government reserves the right to cancel this Charter at no cost to the Government at any time during its term or to take any other action available under this Charter Party or authorized by law.
- (iv) The Vessel horsepower identified in Boxes 40 and 41 shall, if required by the Contracting Officer, be verified by an independent surveyor approved by the Government.
- (2) Predelivery Inspection. A predelivery inspection of the Vessel may be held at the Charterer's option; such inspection shall be of an advisory nature only. At any such inspection, any representation of a Government representative present, or lack thereof, shall not be binding on the Charterer. This inspection shall be conducted, if possible, in a shipyard and on a date mutually agreeable to the Owner and the Government. The Owner will be advised of the condition of the Vessel and Associated Equipment as found by the Inspector. This predelivery procedure is to enable the Owner to correct any deficiencies discovered before the delivery inspection. The results of any predelivery inspection under this paragraph shall further be without prejudice to any later determinations that the Vessel or its Associated Equipment are unsuitable under this Charter Party, whether made at the delivery inspection or at any time during the period of the charter period including options if exercised.
- (3) Service Inspection
- (i) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may –
    - (A) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
    - (B) Reduce the contract price to reflect the reduced value of the services performed.
  - (ii) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may –

- (A) By contract or otherwise, perform the services and charge the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (B) Terminate the contract for default.

**\*(b) ASSIGNMENT**

See FAR 52.212-4(b).

**(c) CHANGES (TAILORED)**

Changes within the general scope of any of the terms and conditions of this Contract may be ordered by the Contracting Officer. If any such change causes an increase or decrease in the cost of performance, such change will be the subject of a bilateral modification to the Contract. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

**\*(d) DISPUTES**

See FAR 52.212-4(d).

**(e) DEFINITIONS (TAILORED)**

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. Additional definitions are listed in Part IV.

**(f) EXCUSABLE DELAYS (TAILORED)**

- (1) Excepted events. Neither the Vessel, her Master, the Owner, nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process provided bond is promptly furnished to release the Vessel; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; or explosion. The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist Vessels in distress, and to deviate for the purpose of saving life or property, or to go into dry dock or into ways with or without cargo, passengers or other personnel, as applicable, onboard.
- (2) Notification. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (3) Reservation. The exceptions identified in subparagraph (1) above shall not be such as to affect the Owner's warranties respecting the condition of the Vessel, or the Owner's obligations respecting the services specified under this Charter. Defaults of subcontractors at any tier or the Owner's failure to perform due to a labor disruption, labor dispute, or strike shall not constitute excepted events under subparagraph (1).

**\*(g) INVOICE**

See FAR 52.212-4(g).

**^(h) PATENT INDEMNITY**



See FAR 52.212-4(h).

**\*(i) PAYMENT**

See FAR 52.212-4(i).

**(j) RISK OF LOSS (TAILORED)**

- (1) Carriage of Goods by Sea Act (COGSA). Except as otherwise specified herein, the Owner, Vessel, and Charterer in all matters arising under this Charter Party shall be entitled to the like privileges, rights, and immunities (from the time the cargo is loaded until the time it is discharged from the Vessel) as are contained in 46 U.S.C. App. 1300-1315. However, any references in COGSA to (a) notices of loss or damage or (b) limitation-of-action periods shall not apply to this Charter Party. For purposes of this Charter Party, the term "carrier" as used in COGSA shall mean "the Owner" and the term "shipper" shall mean "the Charterer."
- (2) Containers. For purposes of the application of COGSA, goods shipped in containers that are stowed on deck shall be deemed shipped under deck. With respect to the limitation of liability provisions of COGSA, a container shall be considered a single package only if bulk cargo is stored therein. For non-bulk cargo shipped in containers, the limitation of liability provisions of COGSA shall apply to each package within a container or, for non-packaged cargo, to each measurement ton of cargo within the container. See also III(j) (Deck Cargo).
- (3) Package limit. Except in the case of containerized cargo, for purposes of the application of COGSA, in the case of any loss or damage to or in connection with goods exceeding an actual value of \$500 per package, or in the case of goods not shipped in packages, per measurement ton, the value of the goods shall be deemed to be \$500 per package or per measurement ton, and the Owner's liability, if any, shall be determined on the basis of the value of \$500 per package or per measurement ton, unless the nature of the goods and a valuation higher than \$500 shall have been declared in this Charter Party and, in such case, if the actual value of the goods per package or per measurement ton shall exceed such declared value, the value shall nevertheless be deemed to be the declared value. Should the Charterer declare valuation higher than \$500.00 per package or per measurement ton, the Charterer shall direct the Owner to obtain increased cargo legal-liability coverage on said higher-declaration cargo, with the expense of any additional premia and incurred deductibles therefore for the Charterer's account.
- (4) Other statutes. The Owner and the Vessel shall have the benefit of all limitations of and exemptions from liability accorded the Owner by any U.S. statute or rule of law for the time being in force (except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or to the extent such statute or rule of law is subordinate to any statutorily mandated provision of this Charter Party by operation of law).
- (5) Fire. Neither the Owner nor any corporation owned by, subsidiary to, or associated or affiliated with the Owner shall be liable to answer for or make good any loss or damage to the cargo occurring at any time and even though before loading on or after discharge from the Vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect or unless such wholly owned, subsidiary, or associated corporation serves as underwriter for the Owner and the policy between the Owner and underwriter provides coverage for such liability.

**(k) TAXES (TAILORED)**

The contract price includes all applicable Federal, State, and local taxes and duties except as otherwise provided in this Charter Party.

**^(l) TERMINATION FOR THE GOVERNMENT'S CONVENIENCE**

See FAR 52.212-4(l).

**(m) TERMINATION FOR CAUSE (TAILORED)**

- (1) The Government may terminate this Contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.
- (2) If this Contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of the goods. Failure to agree on an amount will be a dispute under the Disputes clause.
- (3) The rights and remedies of the Government herein are in addition to any other rights and remedies provided by law or under this Contract.

**^(n) TITLE**

See FAR 52.212-4(n).

**(o) WARRANTY (TAILORED)**

- (1) General. The Owner warrants that the Vessel performing under this Charter Party shall be in full conformity with the requirements of this Charter Party, from the time of delivery and thereafter during the currency of this Charter Party. In particular the Owner warrants that the Vessel is as described in Part I of this Charter Party and, if required under this Charter Party (see DFARS 252.247-7025 at VIII(b)(20) concerning requirements for reflagging work in U.S. shipyards), that the Vessel shall be under U.S. flag upon delivery. Should any specification of the Owner in the Contract be in excess of a required specification elsewhere in this Contract, the Owner's specification shall prevail over the required specification.
- (2) Regulatory compliance. The Owner warrants that the Vessel and all Associated Equipment shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or place(s) it is contemplated that the Vessel will be ordered hereunder. The Vessel shall additionally operate in compliance with the International Maritime Dangerous Goods Code. The Vessel shall be delivered and maintained in the highest class of a recognized classification society and be in compliance with all current safety, health, and pollution regulations promulgated by appropriate authorities, including the latest applicable ISO/IMO regulations. The Owner further warrants that the Vessel shall have onboard all certificates, records, or other documents required by the aforesaid conventions, laws, regulations, and requirements, including a Certificate of Financial Responsibility meeting the requirements of the U.S. Coast Guard (USCG) and promulgated pursuant to the U.S. Federal Water Pollution Control Act, as amended, and/or the Oil Pollution Act of 1990 (OPA90).

- (3) Complement. The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Masters, Officers, and crew with adequate training and experience in the operation of all of the Vessel's equipment.
- (4) Fuel and speed warranty.
- (i) Moderate weather: service speeds.
- (A) Laden. The Owner warrants that, unless otherwise ordered by the Charterer, the Vessel is capable of maintaining, throughout the period of this Charter Party, the average speed in knots identified in Box 66 on any given moderate-weather passage from sea buoy to sea buoy while fully laden to summer marks. On any such passage as just described at the average speed identified in Box 66, daily fuel consumption in net barrels at 60 degrees Fahrenheit shall be at the average rate(s) identified in Boxes 68 and 70, for the grade(s)/viscosity(ies) therein identified to be consumed.
- (B) Ballast. The Owner warrants that, unless otherwise ordered by the Charterer, the Vessel is capable of maintaining, throughout the period of this Charter Party, the average speed in knots identified in Box 67 on any given moderate-weather passage from sea buoy to sea buoy while in a ballast condition. On any such passage as just described at the average speed identified in Box 67, daily fuel consumption in net barrels at 60 degrees Fahrenheit shall be at the average rate(s) identified in Boxes 69 and 70, for the grade(s)/viscosity(ies) therein identified to be consumed.
- (ii) Moderate Weather: Variable Speeds. For periods during which the Charterer orders the Vessel to operate at speeds other than those identified in Boxes 66 or 67, the Owner warrants that the Vessel's total fuel consumption (including all auxiliaries) in net barrels at 60 degrees Fahrenheit at those ordered speeds in moderate weather shall be at the average rates identified in Box 73 for the stated speed, range, and load conditions for the grade(s)/viscosity(ies) therein identified to be consumed.
- (iii) Auxiliaries. The Owner warrants that the Vessel's fuel consumption (underway/steaming/laden) in net barrels at 60 degrees Fahrenheit for all auxiliaries, in addition to any fuel consumption identified in Boxes 68 or 69, shall be at the average rate identified in Box 70 for the grades/viscosities therein identified to be consumed, regardless of speed or weather conditions.
- (iv) Idle Periods. The Owner warrants that the Vessel's fuel consumption in net barrels at 60 degrees Fahrenheit during all periods at anchor or alongside berth shall be at the average rate identified in Box 71, for the grade(s)/viscosity(ies) therein identified to be consumed.
- (5) Pollution Prevention and Safety Compliance. Owner warrants that the Vessel is in full compliance with the United States Oil Pollution Act of 1990 (OPA 90) and all applicable U.S. Coast Guard (USCG) regulations for safety and pollution prevention, including those regulations in 33 CFR Parts 155, 156, and 164, and amendments thereto. Owner warrants that it has submitted a Vessel Response Plan (VRP) for the Vessel, which complies with OPA 90 and with USCG regulations. Owner further warrants that the Vessel will be operated in full compliance with the legally applicable VRP requirements and any future VRP requirements. Owner further warrants that the Qualified Individuals listed in the VRP of the Vessel are readily available and their contract telephone numbers can be given to Charterer immediately upon request. Owner will provide evidence of such compliance within three working days from the date of the fixture.
- (6) Communications/Navigation Equipment. Vessel shall be equipped with all navigation equipment required by USCG or flag state (if non-US Flag) as appropriate and in full compliance with all international requirements and regulations. Vessel must also have INMARSAT, facsimile and email capability and, if not included on Q-88, contractor shall provide contact numbers for same on award.

- (7) Financial Responsibility. Owner warrants that it has secured, and carries aboard the Vessel, a Vessel Certificate of Financial Responsibility (Water Pollution) issued by the USCG in accordance with 33 C.F.R. 138.65.
- (8) Remedies. Should actual performance or readiness condition of the Vessel show any failure to satisfy one or more warranties or other Charter requirements not due to the fault of the Charterer, the hire may be equitably decreased, this Charter may be terminated, or the Vessel may be placed off-hire, at the Charterer's option so as to indemnify the Charterer to the extent of such failure. However, in all cases the Owner shall bear the cost of excessive fuel consumption resulting from the Owner's breach of its fuel warranties. The foregoing remedies shall not limit other recoveries available under law or within this Charter.

**^(p)      LIMITATION OF LIABILITY**

See FAR 52.212-4(p).

**^(q)      OTHER COMPLIANCES**

See FAR 52.212-4(q).

**^(r)      COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS**

See FAR 52.212-4(r).

**(s)      ORDER OF PRECEDENCE (TAILORED)**

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) Information set forth in the Boxes (Part I) and in Attachment E;
- (2) FAR 52.212-4 (as tailored);
- (3) The clause at FAR 52.212-5;
- (4) Any remaining addenda or portions of this Contract;
- (5) The Solicitation;
- (6) Other documents, exhibits, and attachments;
- (7) The proposal.

**^(t)      SYSTEM FOR AWARD MANAGEMENT (SAM)**

See FAR 52.212-4(t).

**^(u)      UNAUTHORIZED OBLIGATIONS**

See FAR 52.212-4(u).

**(v)      INCORPORATION BY REFERENCE.**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**PART III****PART III. DRY CARGO (TIME) TERMS AND CONDITIONS (Addendum to FAR 52.212-4)****(a) CHARTER HIRE**

- (1) Hire Rates. Charter hire for services under this Charter Party shall be payable at the applicable rates stipulated in Boxes 13 – 15D and shall be earned at the expiration of each fifteen (15) days of the charter period. Except as otherwise provided herein, said hire rates shall be considered payment in full for all services of the Vessel and Associated Equipment under this Charter including all overtime (including but not limited to crew overtime/penalty time required for the opening and closing of hatches), penalty time, bonuses, payments, and emoluments payable to Master, Officers, and crew for services under this Charter, irrespective of the geographic scope of said service and including the carriage of ammunition and hazardous cargoes. Said hire rates are exclusive of the costs of fuel and port charges, which are addressed at IV(q) (Fuel) and IV(o) (Port Charges and Expenses) below, respectively, and other stevedoring costs such as loading, securing and discharging cargo, which are addressed in III(g) (Loading and Discharging) below.
- (2) Loss of Vessel. Should the Vessel be either lost or missing and presumed lost, Charterer may, at its sole discretion, terminate this Charter, in which case hire shall cease to be payable at the time of the loss or, if said time is unknown, at the time of the Vessel's last received communication. Similarly, should the Vessel become a constructive total loss, Charterer may, at its sole discretion, terminate this Charter, in which case hire shall cease to be payable at the time of the casualty resulting in the constructive loss. The Vessel shall be considered missing and presumed lost when, after a reasonable lapse of time, it fails to reach its next scheduled port and reasonable efforts to contact it fail.

**(b) MISSION**

The Vessel may be employed in worldwide trade for the following: transportation and/or prepositioning of cargo (including but not limited to hazardous cargoes, explosives, ammunition, vehicular, containerized, and general cargoes) and military readiness, in accordance with the terms of this Charter.

**(c) REPORTING REQUIREMENTS**

Charterer's Instructions. The Charterer shall furnish the Master with all requisite instructions and sailing directions in writing, including COMSC Instruction 3121.9 (series), "Standard Operating Manual." The Master shall exercise due diligence to observe all such orders and instructions of the Charterer with respect to the Charterer's employment of the Vessel's services. Reports required of the Vessel include, without limitation, the following:

- Movement and Position reports (see COMSCINST 3121.9 (series), section 2-5);
- Pre-arrival reports (see COMSCINST 3121.9 (series), section 2-7);
- Casualty reports (see COMSCINST 3121.9 (series), section 4-4);
- Dry-cargo reports (see COMSCINST 3121.9 (series), section B-2-3-5); and
- Defense Readiness Reporting System-Navy (DRRS-N) (see COMSCNOTE 3501)
- Frequency of submission: every thirty (30) days after initial assessment
- Within 24 hours of any equipment failure affecting Ship ops or mission capability

MSC Area Commands and MSCDC may require additions or deletions to the addressees on the Position Reports and may also require additional reporting requirements.

These reports must include the Vessel's Speed of Advance and the ETA to the next port.

**(d) CREW**

- (1) Conduct of Master, Officers, and Crew. The Master, Officers, and crew shall be appointed or hired by the Owner and shall be deemed to be the servants and agents of the Owner at all times except as otherwise specified in this Charter. The Master of the Vessel shall be under the Charterer's direction with regard to the employment of the Vessel, but shall not be under the Charterer's orders with regard to the navigation, care, and custody of the Vessel. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, Officers, or crew, the Owner shall, upon receiving the particulars of the complaint, investigate the matter and, if necessary, make a change in personnel.
- (2) Qualifications. The Master, Officers, and crew shall be U.S. citizens, shall be conversant in English, and shall be in possession of valid and current certificates, licenses, and documents.
- (3) Identification Cards. In the event Government identification cards are issued to Master, Officers and crew, the Contractor shall be responsible for tracking and, upon redelivery of the Vessel, returning all cards.
- (4) OCONUS Contractor Conduct. Upon award of this Contract, the Contractor shall immediately notify all contractor personnel, who are or who will be employed by, or who are or who will be accompanying, United States Naval Forces outside the continental United States (OCONUS), and who are not a host country national ordinarily resident in the host country, that such personnel, and any dependents residing with such personnel, who engage in conduct OCONUS that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States as required by the Military Extraterritorial Jurisdiction Act of 2000, Pub. L. 106-523, 114 Stat. 2488, codified at 18 U.S.C. 3261 – 3267, as implemented by DoD Instruction 5525.11, "Criminal Jurisdiction over Civilians Employed by or accompanying the Armed Forces outside the United States." Reference is made to Secretary of Defense memo dated 10 March 2008; "UCMJ jurisdiction Over DoD Civilian Employees, DoD Contractor Personnel, and Other Persons Serving With or Accompanying the Armed Forces Overseas During Declared War and in Contingency Operations."

**(e) MARAD CONSTRUCTION DIFFERENTIAL SUBSIDY (CDS)**

The Contractor, if operating a Vessel or Vessels built with Construction Differential Subsidy (CDS) unequivocally agrees that there will be no increase in contract price due to any liability to repay CDS which such Contractor may incur.

**(f) CARGO RECEIPT**

- (1) Manifest/Bill of Lading. The Charterer or consignor of the cargo shall prepare a manifest and/or bill of lading, which shall list the cargo loaded on the Vessel. The Master shall sign said cargo receipt(s) in acknowledgment of the receipt of cargo said to have been loaded by the Charterer or the consignor of the cargo, without responsibility as to quantities, mixture, mark, number of packages, weights, etc., or the apparent condition of the cargo, it being understood that it is the Charterer's or the consignor's responsibility to tally the cargo and to check the condition thereof upon loading and discharging. The Contractor shall provide a copy of the signed manifest(s) upon request by the Government.
- (2) Charter Paramount. Any receipt signed by or on behalf of the Master or Agent shall be without prejudice to the terms, conditions, and exceptions of this Charter and subject to all of them. The terms of this Charter Party shall apply to any shipment made by the Government whether or not bills of lading are issued.

**(g) LOADING AND DISCHARGING**

- (1) General. The whole reach and burthen of the Vessel shall be at the disposal of the Charterer, reserving only proper and sufficient space for Vessel's Master, Officers, and crew, tackle, apparel, furniture, provisions, stores, and fuel. The Charterer shall have the use of all cargo handling equipment onboard and the Owner shall provide sufficient power to operate all of the Vessel's cargo handling equipment simultaneously. The Vessel shall work night and day, if required by the Charterer. The Charterer shall have the use of any special gear or fittings actually aboard the Vessel, although said gear or fittings are not required by this Charter. Any material required for securing cargo is to be furnished by the Charterer and for its account, but the Charterer may have the free use of any lashings aboard the Vessel. The Charterer will be responsible for the replacement of lashing gear damaged by the Charterer or its servants. Such replacement shall be as original or equivalent.
- (2) Cargo Quantity Limitation. In no case shall the cargo exceed what the Vessel can reasonably stow and carry, in the judgment of the Master, over and above the space and burthen necessary for Vessel's Officers and crew, her cabin, tackle, apparel, furniture, provisions, fresh water, stores, necessary ballast and fuel.
- (3) Detention or Standby. If by reason of the Owner's failure to use diligence to keep the Vessel in a thoroughly efficient state of hull, machinery, equipment, personnel, and other particulars relating to the seaworthiness of the Vessel, the Charterer incurs cost of stevedoring detention or standby time in connection with the loading or discharging of cargo, such costs shall be for the account of the Owner.
- (4) Charterer's Responsibility. The Charterer shall load, stow, trim, secure, and discharge the cargo, all in compliance with applicable laws and regulations and the permit/waiver requirements thereunder; notwithstanding, however, that the Master shall supervise and be responsible for such actions as they concern the seaworthiness and stability of the Vessel. Owner agrees to accept any stevedores that may be designated by charterer. Upon request of the Charterer, the Owner shall arrange for stevedoring services at ports visited under this Charter, with reimbursement for all necessary and reasonable agency fees, all reasonable costs of loading and/or discharging, and port charges in accordance with IV(n) (Port Charges and Expenses) below, II(i) (Payment) above, and IV(y) (Reimbursable Supplies and Services (Charters)) below.
- (5) Expenses. The Charterer shall pay all expenses directly connected with the loading and discharging of the cargo including stevedoring, wharfage, clerking and tallying, winchmen, heavy lifts, dumping, stowing, securing, lashing, sheathing, dunnaging, and trimming, and removal of strongbacks with shore equipment where the use of shore equipment is not necessitated by a structural or mechanical defect in the Vessel unless that defect is caused by the fault or negligence of the Charterer. Unless otherwise provided herein, the Charterer shall provide necessary dunnage and shifting boards, also any extra fittings or materials requisite for a special trade or unusual cargoes, but the Owner shall allow the Charterer the use of any dunnage, shifting boards and other fittings or materials already onboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage, but if the Vessel's shifting boards are used as dunnage, the Charterer shall make good any damage to or shortage of such shifting boards on redelivery of the Vessel. If the Charterer elects or is required by the Owner to remove dunnage and fittings placed onboard by the Charterer, the cost of removal and discharge shall be borne by the Charterer. The Charterer shall have free use of any lashing gear, dunnaging, shifting boards, and fittings aboard the Vessel.
- (6) Lighterage. Lighterage, if any, will be at the risk and expense of the Charterer, except as otherwise provided herein. Vessel shall have adequate fendering for alongside operations and be able to lighter (skin to skin) from another Vessel. Fenders shall be foam or similar material (not pneumatic or gas), and be deployable/retrievable by Vessel's crew. Fenders shall be adequate to handle alongside cargo operations with coasters (small capacity container ships), lighterage, watercraft, or high speed Vessels. Contractor shall arrange oil spill protection and cleanup.
- (7) Stevedore Damage. The Charterer shall not be liable for any vessel damage caused by stevedores whatsoever.

**(h) RESERVED**

**(i) SAFETY IN LOADING AND DISCHARGING CARGO**

Attention of the Owner is directed to the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., as amended, and to the standards promulgated there under by the Secretary of Labor.

**(j) DECK CARGO**

Should deck cargo be carried, it shall be carried at the Charterer's risk, excepting cargo shipped in containers.

**(k) CLEANING**

- (1) Delivery. Upon delivery in accordance with IV(b) (Delivery) below, all holds, containers, and spaces designated for cargo carriage shall be cleaned and ready to receive lawful cargo.
- (2) Redelivery. Upon redelivery of the Vessel in accordance with IV(c) (Redelivery) below, the holds and spaces of the Vessel (and those deep tanks the last use of which was made by the Charterer) shall be swept clean by the Charterer with refuse removed, unless during the period of this Charter the Vessel has carried in these spaces cargo with respect to which custom requires more complete cleaning, in which case the Charterer shall give such spaces the required cleaning.

**(l) SHIP PHYSICAL SECURITY EQUIPMENT**

- (1) Small arms and ammunition. The Government will provide the Vessel with small arms, a Class 5 gun safe, armory and magazine located in or next to the Master's stateroom or in the Vessel's armory or magazine for use by the Ship's crew to provide Force Protection (FP) within the life lines of the Vessel. The Master shall be responsible for the custody of all small arms and shall maintain custodial control and accountability, by serial number. Small arms shall only be utilized onboard the Vessel to protect MSC assets and crew. The Master is authorized to issue small arms to crewmembers that are trained in their use. See OPNAVINST 5530.13 (series), COMSCINST 5530.3 (series). An annual inventory of small arms is required to be submitted to Naval Surface Warfare Center Crane, IN.
- (2) Prohibition of privately owned weapons and ammunition. Privately owned weapons and ammunition are prohibited on MSC force ships with the exception of a handgun customarily provided to the Master by the Contractor.
- (3) Small arms and ammunition issuance to Embarked Force Protection personnel. Master is authorized to sub-custody small arms and ammunition to the Officer In Charge (OIC) of the embarked Force Protection (FP) Detachment for use as required. The OIC FP Detachment will be responsible for ammunition and weapons in their custody and will provide a signed report of survey for any weapons shortages or damages while in the detachment's sub-custody in accordance with OPNAVINST 5530.13 (series) and COMSCINST 5530.3 (series). The OIC will provide the signed report of survey to the Master at the time small arms custody is returned to the Ship's Master for all assigned OIC Force Protection Equipment. The Ship Master will notify the Ordnance Accounting Ashore (OAA) via email of any ammo that is missing or has been expended. Upon departure of the FP Detachment the OIC will transfer custody of weapons and ammunition back to the Master. The Master shall obtain a full report (including type of weapon, serial number, ammunition, quantity, and survey reports as required) from the OIC of the FP Detachment prior to the OIC's departing the Ship.



- (4) Ammunition allowance. Ammunition will be provided in accordance with the Ship's classified SHIPFILL allowance listing. Ammunition allowance quantities will be consistent with type and quantity of weapons on board. No ammunition shall be expended for training unless authorized and directed by MSC N34. Ammunition requisitioning and transaction reporting are to be done in accordance with MSC Ordnance Accounting Ashore Handbook. OAA will be responsible for all Ammunition Accounting Reporting, and Periodic Lot Reporting (PLRs). Ship's Master is responsible for receiving ammo and notifying OAA via email (OAAmsc ftc@navy.mil) or phone (per phone numbers in the OAA Handbook) of all ammo transactions. OAA procedures will be in accordance with COMSCINST 4000.2B Chapter 5.
- (5) Security and stowage. The Contractor shall maintain high security stowage of the weapons and ammunition in accordance with OPNAVINST 5530.13 (series), NAVSEA OP4 (series) and COMSCINST 5530.3 (series).

**(m) SHIPBOARD SECURITY SYSTEM (SSS) REQUIREMENTS**

See Attachment-J.

**(n) ANTI-TERRORISM/FORCE PROTECTION (AT/FP), CHEMICAL, BIOLOGICAL, RADIOLOGICAL DEFENSE (CBRD) AND TRAINING REQUIREMENTS**

See Attachment-H & I

**(o) CBR-D AND FP REQUIREMENTS.**

**(1) CBR-D Requirements.**

- a. General. All FP and CBR-D material is centrally managed by Military Sealift Command in the Consolidated Support Facility. All CBR-D and FP gear will be provided by the Government. At no time should the Contractor procure an off the shelf commercial CBR-D or FP equipment unless otherwise directed by the Charterer. The contractor shall contact PM2 Logistics to request replacement of FP and CBR-D items that have been expended, damaged or have exceeded their shelf life or require calibration. The request must include the shipping address and the point of contact name and phone number. The Master will submit a FP and CBR-D complete inventory in the format designated by MSC of all FP and CBR-D equipment required by the AEL in accordance with the required reports, records and log (CDRLS) section of this Contract. Upon receipt of all FP and CBR-D material the ship will sign and date the receipt document, annotate material received and fax a copy to the shipper (MSC CSF) within ten (10) days of material receipt.
- b. CBR-D equipment and training. The Contractor shall adhere to MSC's standard provisions concerning CBR-D found in parts III (o) through(r). The Contractor will assign a licensed deck officer as CBR-DO who shall perform the duties as described below and in accordance with COMSCINST 5530.3 (series). The Contractor shall train crewmembers as specified in part III (n) and (o). The Contractor will reconfigure a space as necessary to function as a DECON station as specified in Part III (p). Any transfer or disposal of CBR-D equipment will be reported to the cognizant MSC Area Commander and Squadron Commander in accordance with FAR clause 52.245-1, entitled 'Government Property'.
- c. The Vessel will be fitted with a CMWWDS consisting of clips and brackets for attaching standard fire hose nozzles at each weather deck fire station. The clips and brackets shall be as specified by COMSCINST 3541.5 series, Part 1, Appendix C "CBR-D policy" (MA Plan no. S89-5-1 or a functional equivalent if modern vari-nozzles or others are onboard. The clips should be positioned

to provide the greatest spray coverage for lifeboats, weather decks, housetops, and bulkhead areas. Structures accommodating personnel shall receive priority coverage. A list of any areas receiving minimal or no spray coverage shall be posted in damage control central. System will be capable of being activated from the interior of the Vessel. After installation, the CMWWDS shall be activated at least once quarterly to ensure operational reliability. The cost of this system is for the Contractor's account and is not reimbursable.

(2) CBR-DO duties. The CBR-DO will perform the following duties:

- Ensure all CBR-D equipment is properly stored and maintained at authorized levels in accordance with COMSCINST 5530.3 (series).
- Ensure all CBR-D equipment is inspected at least quarterly, with results of inventory entered into the deck log.
- Replace and/or update deficient, missing or out-of-date equipment; submit radiac meters for calibration when due.
- Advise the Master on procedures required as outlined in COMSCINST 3541.5 (series) (Damage Control Manual).
- Provide MSC PM2 with annual CBR-D inventory.

(3) CBR-DO training: the vessel's CBR-DO shall be trained as specified in parts (n) through (o).

(4) Government tests and inspections. The Government has the right to periodically inspect the Vessel's CBR-D equipment, the CBR-DO's qualifications and crew members' training records, and test the operability of installed CBR-D systems. A report of the inspection will be provided to the Master, cognizant MSC Area commander and Squadron Commander.

**(p) SPECIFICATIONS FOR CHEMICAL, BIOLOGICAL AND RADIOLOGICAL DEFENSE (CBR-D) DECONTAMINATION STATION**

See Attachment-I.

**(q) PERSONNEL AND FACILITY SECURITY CLEARANCES**

Facility and Personnel Security Clearance. The Owner must have a SECRET facility clearance at time of proposal submission. In addition the officers and ALL crew MUST have a SECRET clearance at time of vessel delivery. Attachment D contains additional information regarding obtaining and maintaining facility and personnel clearances. It is the Owner's responsibility to maintain the clearance throughout the performance of the contract; if the Owner is unable to do so, for whatever reason, the contract may be terminated for default.

**(r) SECURITY CLEARANCE AND COMMON ACCESS CARDS (CAC)**

**Common Access Cards.**

- (1) Common Access Card (CAC).** The Common Access Card is Government Furnished Property. The Contractor shall ensure that the Master and one additional ship officer is issued a CAC ("CAC holders"). The CAC shall not be used for any unauthorized purpose. Fees associated with obtaining CACs are for the Contractor's account.
- (2) Authorized Personnel.** CACs are to be issued only through the auspices of the Trusted Agent to U.S. Citizens, U.S. Permanent Resident Aliens or such other individuals as may be authorized by Commander Military Sealift Command (COMSC).

**(3) National Agency Check with Inquiries (NACI).** To be eligible for a CAC, contract mariners and contractor personnel shall, at a minimum, have completed an FBI fingerprint check with favorable results and have initiated a NACI conducted by the Office of Personnel Management (OPM), or a DoD determined equivalent investigation.

- (i) An individual holding a valid SECRET clearance or higher shall not require an additional NACI.
- (ii) The Contractor shall immediately inform the Contracting Officer in writing if a contractor employee is given an adjudication of "Access Suspended", "Interim Declination", "Loss of Jurisdiction", "No Determination Made", or has their clearance eligibility otherwise withdrawn, denied, or revoked.

**(4) Reserved**

**(5) Reserved**

**(6) Tracking and Disposition.** The Contractor shall be responsible for the control of CAC issued to its mariners and personnel under MSC contract. In order to ensure positive control of CACs, the Contractor shall surrender to the Trusted Agent all CACs issued in the performance of this contract upon: 1) Termination of the contract; 2) Redelivery of a vessel; 3) If a CAC holder will not be returning to any ship operated by the Contract Operator, or 4) As directed by the issuing authority, the Trusted Agent, or the Contracting Officer.

**(7) Reserved.**

**(8) CAC Reporting.** A report shall be made to the Contracting Officer within 24 hours of discovering any CAC is lost, stolen, or destroyed. The Contracting Officer will then generate a report to 1) the Trusted Agent for cancellation of the card, 2) to the local U.S. Military Security Office, and 3) to the appropriate MSC Squadron Commander.

#### PART IV

#### **PART IV. TIME CHARTER COMMON TERMS AND CONDITIONS (Addendum to FAR 52.212-4)**

##### **(a) GENERAL DEFINITIONS**

**AEL** – Allowance Equipment List

**Alterations** - Additions of equipment; changes to the configuration, location, type, or number of pieces of equipment or systems; changes in the arrangement and outfitting of Vessel's structure.

**Associated Equipment** - Construed to include all Contractor-furnished or owned equipment necessary for performance under this Charter

**ATO** - Anti-Terrorism Officer (same as Vessel Security Officer and/or Force Protection Officer)

**AT/FP** - Anti-Terrorism/Force Protection

**Bbl** - Barrel (42 U.S. gallons volume measure)

**CAGE** - Commercial and Government Entity Code (reference DFARS 252.204-7001)

**CBR-D**- Chemical, Biological and Radiological Defense

**CFE** - Contractor-furnished equipment

**Charter** - This document when executed; interchangeable with “Contract” and “Charter Party”

**Charterer** - The United States of America

**Charter Party Date** - Identified in Box 28 of SF-33

**CMWD** - Countermeasure Washdown System. Fixed system (or temporary using fire hoses attached to steel clips welded to vertical bulkheads or other structure). Using Ship’s firemain system, when activated, provides 360 degree (ideally) sea water curtain protection, mitigating the effects of CBR attacks. Also used to wash contaminants from Ship’s structure after a CBR attack.

**COMLANTFLT** – Commander, U.S. Atlantic Fleet

**COMPACFLT** – Commander, U.S. Pacific Fleet

**COMNAVEUR** – Commander, U.S. Naval Forces, Europe

**COMNAVFORJAPAN** - Commander, U.S. Naval Forces, Japan.

**COMNAVSURFLANT** - Commander, Naval Surface Force, U.S. Atlantic Fleet.

**COMNAVSURFPAC** - Commander, Naval Surface Force, U.S. Pacific Fleet

**COMPSRON** – Commander, Maritime Prepositioning Squadron

**COMSC** - Commander, Military Sealift Command.

**COMSCINST** - Commander, Military Sealift Command Instruction

**COMSCCENT** – Commander, Military Sealift Command Central

**COMSCEUR** - Commander, Military Sealift Command Europe

**COMSCFE** – Commander, Military Sealift Command Far East

**COMSCLANT** - Commander, Military Sealift Command Atlantic

**COMSCPAC** - Commander, Military Sealift Command Pacific

**COMSECONDFLT** - Commander, U.S. Second Fleet

**COMSEC** - Communications Security

**COMSEVENTHFLT** - Commander, U.S. Seventh Fleet

**COMSIXTHFLT** - Commander, U.S. Sixth Fleet

**COMTHIRDFLT** - Commander, U.S. Third Fleet

**CO** – Contracting Officer, identified in Box 26 of SF-33

**COR** - Contracting Officer's Representative

**Contractor** - Interchangeable with “Owner”

**Crew** - Of the Vessel identified at Box 7

**Decontamination Station**- A compartment onboard the Ship with direct access to the weather deck outfitted with features for crew decontamination.

**DC** - Damage Control

**Designated Maritime Physician** - Hospital, clinic and/or physician jointly approved by Contractor/Union/COMSC providing primary care, second opinions, or hospitalization for emergency medical care.

**DFARS** - Department of Defense Federal Acquisition Regulation Supplement (issued by the Department of Defense)

**DSS** - Defense Security Service

**DLA-E** – Defense Logistics Agency – Energy, formerly DESC

**DoD** - Department of Defense

**DRRS-N** - Defense Readiness Reporting System for Navy (replaced Status Of Readiness and Training System (SORTS))

**DTG** – Date Time Group. A unique number consisting of date-hour-minute in Zulu time plus month (3 letter abbreviation) and year (2 digit) which facilitates making reference to that message.

**DWT** – Deadweight tonnage

**ECDIS** – Electronic Chart Display and Information System, a computer based navigation information system that complies with IMO Standards

**EMCON** - Emissions Control

**Emergency Repairs** - Unexpected and unscheduled repairs required to maintain the integrity of the Ship's hull, machinery and/or systems; to insure the safety of the crew; and/or to provide for the effective performance of the Ship's mission.

**EOM** - Engineering Operating Manual (COMSCINST 3540.7)

**EPIRB** - Emergency Position Indicating Radio Beacon

**EST** – Embarked Security Team, normally a 12-person force, U.S. Navy or contracted personnel

**FAR** - Federal Acquisition Regulation

**FCC** - Federal Communications Commission

**FEU** – Forty foot Equivalent Unit (Cargo container of 40 foot length, or size/volume/cargo capacity measurement equal to same)

**FFD** - Fit For Duty

**FLC** - Fleet Logistics Center, formerly Fleet Industrial Supply Center (FISC)

**Fleet Commander** – Commander, Pacific Fleet; Commander, Atlantic Fleet; or their designated subordinate Commander.

**FOS** - Full Operating Status (for Reduced Operating Status, see Section H-16)

**FP or FP/AT** – Force Protection or Force Protection/Anti-Terrorism

**Ft** – feet

**FPCON** – Force Protection Condition

**FPCON NORMAL** – This condition applies when a general global threat of possible terrorist activity exists and warrants a routine security posture. At a minimum, access control will be conducted at all DoD installations and facilities.

**FPCON ALPHA** - This condition is declared as a general warning of possible terrorist activity, the nature and extent of which is unpredictable, when the circumstances do not justify full implementation of the measures of FPCON BRAVO. However, it may be necessary to implement selected measures from FPCON BRAVO. The measures in this FPCON must be capable of being maintained indefinitely.

**FPCON BRAVO** - This condition is declared when there is an increased and more predictable threat of terrorist activity even though no particular target is identified. The measures of this FPCON must be capable of being maintained for weeks without causing undue hardship, without affecting operational capability and without aggravating relations with local authorities.

**FPCON CHARLIE** - This condition is declared when an incident occurs or when intelligence is received indicating that some form of terrorist action against installations or personnel is imminent. Implementation of this measure for more than short periods will probably create hardship and will affect peacetime activities of the installation and its personnel.

**FPCON DELTA** - This condition is declared when a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location is likely. Normally this FPCON is declared as a localized warning.

**FPO** – Force Protection Officer (same as Vessel Security Officer and/or Anti-Terrorism Officer).

**GFP** - Government-Furnished Property (see FAR 52.245-1)

**Government** - The United States of America; interchangeable with “Charterer”

**Government Designated Representative** - Including, but not limited to, force protection personnel, military, Government employees, and Government Contractors

**hp** – horsepower [1 hp equals 0.745799 kW]

**IACS** - International Association of Classification Societies

**IAW** - In Accordance With

**IDC** - Independent Duty Corpsman

**IMO** - International Maritime Organization

**Independent Agency** – A Commercial entity under contract to the Government to provide all Government-owned or Chartered Ships of the Military Sealift Command, including the Vessel in this Contract, various shipboard supplies and services required for compliance with certain MSC operations and maintenance programs.

**Industrial Assistance** - Maintenance and repair work performed by an independent subcontractor to the Contractor.

**INMARSAT** - International Maritime Satellite

**Installed Equipment** – All items except furniture, recreation and gym equipment that are permanently or semi-permanently attached to the Ship by welds, bolts, or similar methods of attachment. This includes pumps, engines, winches, kingposts, booms, antennae, etc. This category of material is generally treated in the same manner as the Ship's hull, so that the terms "Ship and installed equipment" and simply "Ship" are generally synonymous.

**ISP** – Inport Security Plan. A classified Naval Message which details AT/FP measures while in port.

**ISM** - International Safety Management System

**ISPS** - International Code for the Security of Ships and of Port Facilities (ISPS Code)

**ISSC** – International Ship Security Certificate

**km** – kilometers

**kPa** – kilo Pascal [1 kPa equals 20.886 psf]

**kW** - kilowatts [1 kW equals 1.34 horsepower (hp)]

**Laden** – ship/vessel loaded with cargo or freight

**LTON or LT** - Long Ton (2,240 pounds weight)

**m** – meter

**m3** – cubic meter

**MARPOL** – International Convention for the Prevention of Pollution from Ships

**MB** - Megabyte

**MDR** – Medical Department Representative. A person assigned solely to provide medical care and operate a clinic aboard Ship, as compared to a commercial M-PIC (see below).

**MILSTRIP** – Military Standard Requisitioning and Issue Procedures

**F(E)** – Maritime Prepositioning Force, Enhanced

**M&R** - Maintenance and Repair

**MAREP** - Message generated by maritime surface forces to report on surface, subsurface, air or special interests units operating in Maritime environment.

**Master** – The official title of the Captain of the Vessel identified in Box 7.

**MR** - Medical Representative

**MEDEVAC** - Medical Evacuation; usually to the nearest medical treatment facility.

**MIB** - Marine Index Bureau

**MT** – Measurement Ton (forty cubic feet, volume measurement)

**MOA** - Memorandum of Agreement

**M-PIC** – Medical Person in Charge aboard a commercially manned Ship. This is generally a collateral duty of the Master or Chief Mate for first aid purposes.

**Moderate Weather** - Sustained wind and sea conditions of "Beaufort Wind Scale" Beaufort Force 5 and World Meteorological Organization Sea State 4.

**MSC** - U.S. Department of the Navy, Military Sealift Command

**MT** – Metric Ton. A unit of weight, equal to 1,000 kilograms.

**NAVSEA** - Naval Sea Systems Command

**NEURS** - Navy Energy Usage Report System

**NICN** - Navy Item Control Number

**NCIS** - Naval Criminal Investigative Service

**NGW** – New Generation Wideband satellite communications system (prototype)

**NM**- Nautical Miles

**NMCARS** - Navy Marine Corps Acquisition Regulation Supplement

**NOR** – Notice of Readiness

**Owner** - That entity exercising commercial control of the Vessel identified in Box 7; interchangeable with “Contractor” and “Offeror” and to include disponent owners and all the Shipowner’s and disponent owner’s agents, employees, independent Contractors, Master, Officers, and crew.

**OAA** – Ordnance Accounting Ashore

**OCI** – Onboard Condition Inspection – Survey of Vessel conducted by N75, N4 and MSC medical personnel to assess material condition, appearance, mission equipment readiness and confirm compliance with contractual requirements.

**ODS** - Ozone Depleting Substances

**OPCOM** – Operational Commander (Normally the MSC Area Command)

**Operation** - Operation includes the daily, or other periodic starting, stopping, adjusting, inspecting, lubricating, etc. of the mechanical, electrical and auxiliary systems and equipment; watch standing and conducting rounds to maintain Ship's status.



**OPNAVINST** - Chief of Naval Operations Instruction

**OPORD** - Operations Order

**OPSEC** - Operations Security

**OTSR** - Optimum Track Ship Routing

**P&I** - Marine protection and indemnity insurance

**Paying Office** - Identified in Box 25 of SF-33

**Place** - Any berth, dock, anchorage, submarine line, alongside any Vessel or lighter or any other place whatsoever to which Charterer is entitled to direct the Vessel hereunder.

**Psf** – Pounds per square foot (load measurement)

**Psi** - Pounds per square inch (pressure measure)

**PREREP** – An alternate form of the LOGREP message, the PREREP specifies arrival time and date, purpose of visit, port services required and other requirements.

**Readiness** – Pertains to the Vessel's ability to perform all required missions. See Section H-6

**RFP** - Request for Proposals. Interchangeable with Solicitation

**ROS** - Reduced Operating Status. See Section H-16

**SDWT** - Deadweight capacity, to assigned summer mean draft

**SHIPFILL** – The quantity of government equipage issued based on the number of equipment or personnel carried on board.

**Speed** – The rate of advance of a vessel. It is derived by dividing the total hours at sea on any given sea passage (as show in the Vessel's log)—after excluding any hours of non-moderate weather and any sea passage covered by an off-hire calculation—into the total miles at sea on the given sea passage.

**SWL** - Safe Working Load

**TEU** – Twenty Foot Equivalent Unit (Cargo container of 20 foot length, 8 foot height, 8 foot width, or size/volume/cargo capacity measurement equal to same). For the purpose of this solicitation/contract, all government-furnished TEUs are 20' long by 8' wide by 8'6" high.

**TIN** - Taxpayer Identification Number

**USCG** - United States Coast Guard

**USD** – U.S. Dollars

**Vessel** - Identified at Box 7

**VSP** – Vessel Security Plan

**VSO** – Vessel Security Officer (same as Anti-Terrorism Officer and/or Force Protection Officer)

**(b) DELIVERY**

Vessel delivery within the laydays specified in Box 5 is of paramount importance to the Government. It is anticipated by the parties that the Vessel will be delivered within the laydays specified in Box 5 and any delay in delivery beyond the laydays' ending date shall constitute a material breach of this contract. The Vessel and all Associated Equipment shall be delivered to the Charterer at a port or place in accordance with Box 2 not later than 1600 hours local time at place of delivery on the date stated in Box 5, the Contractor giving written notice of readiness during office hours to the appropriate Government representative at the port or place of delivery on a working day (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, shall not be considered working days). Government inspection of the Vessel shall be completed within a reasonable amount of time thereafter, not exceeding twenty-four (24) hours after proper tender of the notice of readiness, (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, excepted in the computation of said twenty-four hour period). Hire shall commence upon acceptance of the Vessel by the Charterer but not before the date commencing in Box 5.

**(c) REDELIVERY**

Unless lost, the Vessel shall be redelivered at a port or place in accordance with Box 3.

**(d) PORTS/PLACES**

- (1) Safety. The Charterer shall exercise due diligence to order the Vessel to safe berths or places (or alongside vessels or lighters reachable on her arrival and designated/procured by the Charterer) that the Vessel can approach, lie at, and depart from always accessible, always afloat. The Charterer shall not, however, be deemed to warrant the safety of any berth or place and shall not be liable or accountable for any loss, damage, injury, or delay resulting from any unsafe condition at any berth or place unless caused by the Charterer's failure to exercise due diligence as aforesaid. Any lightering will be at the expense of the Charterer; however, in the event the Charterer directs the Owner to arrange for lighterage services, the Owner shall make all necessary arrangements therefore.
- (2) Ice. The Vessel shall not be ordered or bound to enter any port or place inaccessible due to ice or at which lights, lightships, markers, or buoys on Vessel's arrival are (or are likely to be) withdrawn by reason of ice. The Vessel shall not be obliged to force ice. If a port or place to which the Vessel is ordered is inaccessible due to ice, the Master shall immediately notify the Charterer requesting revised orders and shall remain outside the ice-bound area. If there is danger of the Vessel being frozen in at any port or place, the Vessel shall, at Master's discretion, proceed to the nearest safe and ice-free position, at the same time requesting the Charterer's revised orders. Any delay or detention resulting from ice to be for the Charterer's account.

**(e) CHARTER PERIOD**

This Charter Party shall be for the period designated in Box 4, commencing upon the Charterer's acceptance of the Vessel and continuing until either the date of her redelivery or the completion of the voyage then current, at the Charterer's sole option. Any option periods shall be in direct continuation; shall be without guaranty at the Charterer's sole option; and shall be declared as specified in VIII(c)(2) and (3). Optional periods may be declared at any time prior to redelivery of the Vessel.

**(f) DRY DOCK**

General. The Owner, at its expense, shall dry dock, clean and maintain the Vessel's bottom and propeller, and make all overhaul and other necessary repairs properly to maintain the Vessel in class, maintain the Vessel in compliance with IV(b) (Delivery) above and the warranties of II(o) (Warranty) above, and otherwise to keep the Vessel tight, staunch, and strong, and in thoroughly efficient order and condition

**(g) INSURANCE**

G-3.1 Vessel Owner's Insurance.

G-3.1.1 During the full period of this Charter Party, Contractor shall maintain marine insurance coverage on the Vessel, including:

- i. Hull and Machinery,
- ii. Protection and Indemnity (P&I) (including pollution liability),
- iii. War Risk Hull and Machinery,
- iv. War Risk Protection and Indemnity (P&I), and
- v. Second Seaman's War Risk.

Except as otherwise expressly provided in Section G-3.1.3 below or as expressly provided in Section G-3.1.3 below or as expressly provided in the section entitled "War" (G-4), all expenses for such insurance coverage (including but not limited to premiums, additional premiums, calls, commissions, overspill claims, advancements, assessments, deductibles, and all other insurance costs regardless of Charterer or Contractor fault, neglect, action or inaction, or cause of claim or cost whatsoever) shall be for Contractor's account and shall be deemed to be included in the hire payable under this Charter Party. Within 10 calendar days following award of this contract, Contractor shall provide the Contracting Officer copies of policies or cover notes evidencing that required coverage has been obtained and demonstrating that the coverage is consistent with the requirements of this section. Contractor's failure to provide the required policies or cover notes may be considered material breach of this contract. Contractor shall make insurance claims under applicable policies for all damages, injuries, or claims arising from or related to this charter when directed by Charterer regardless of Charterer's fault, neglect, action, inaction, or breach of clauses, obligations or warranties (express, implied or otherwise) of this charter contract.

G-3.1.2 Contractor shall obtain an endorsement on all of Contractor's insurance policies listed in Section H-3.1.1 by which Contractor's Insurer "waives all rights of subrogation against the United States of America up to an amount of \$350,000,000."

G-3.1.3 If Vessel is sent beyond the limits of American Institute Trade Warranties under this Charter Party, the Charterer agrees to reimburse the Contractor for the actual extra cost of additional premiums and/or increased deductible levels to the extent such extra cost is occasioned by the Vessel's trading beyond such limits. Contractor shall immediately notify Charterer whenever any sailing orders will send the Vessel beyond such limits, shall identify to Charterer any anticipated additional cost of insurance relating thereto, and shall obtain Charterer's approval to proceed beyond such limits prior to doing so. If Contractor fails to provide the notifications required or to obtain Charterer's informed prior approval, Charterer shall not be required to reimburse the Contractor for the costs described in this paragraph. The issuance of sailing orders, by itself, does not constitute approval in advance by Charterer.

G-3.1.4 All policies shall contain an endorsement stating that "in the event Insurer receives from Vessel Owner any notice of cancellation or any notice of material change to the policy or its coverage, the cancellation or change shall not be effective until 30 days after written notice thereof is provided to Charterer's Contracting Officer by the Insurer (unless such change is directed by the Charterer's Contracting Officer)." Additionally, Contractor shall immediately notify Charterer of any change whatsoever in coverage.

G-3.2 Charterer Named Additional Assured on Owner's Hull Policy, War Risk Hull Policy, and Second Seaman's War Risk Policy.

G-3.2.1 The United States of America (as Charterer) shall be named as an additional assured with waiver of subrogation under the Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, and Second Seaman's War Risk policy. Within 10 calendar days following award of this contract, Contractor shall provide the Contracting Officer copies of policies or cover notes evidencing that the required coverage has been obtained. Contractor's failure to provide the required policies or cover notes may be considered material breach of this contract.

G-3.2.2 "Other than owner" and "as owner" limitations. If Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy contain(s) any provision limiting coverage under the policy only to liabilities arising as owner of the vessel, Contractor shall arrange for such limiting provision to be stricken from the policy.

G-3.2.2.1 If Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy contain(s) any provision designed to limit the effect of striking "other than owner" or "as owner" provisions as required in Section H-3.2.2, such provisions shall also be amended to ensure Charterer is provided full benefit of the insurance for its acts as Charterer.

G-3.2.3 Limitations of Coverage to U.S. Limitation of Shipowners' Liability Act (or similar) limitation amounts. If Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, and/or Second Seaman's War Risk policy contain(s) any provision(s) limiting maximum payment to Owner in any instance to the amount to which Owner is able to limit Owner's liability pursuant to the U.S. Limitation of Shipowners' Liability Act of 1851, the 1976 Convention on Limitation of Liability for Maritime Claims, or any similar law, Contractor shall arrange for such limiting language to be stricken or amended to ensure the policy or policies are not similarly limited in payment or coverage amount with respect to coverage afforded the United States of America as additional assured Charterer.

G-3.3 Time Charterer Protection and Indemnity (P&I) with P&I War Risk Coverage.

G-3.3.1 Contractor shall obtain a Time Charterer Protection and Indemnity policy/entry with P&I War Risk coverage for the United States of America (as Charterer) with coverage amount of \$350,000,000 and covering all risks typically covered by Time Charterer Protection and Indemnity entries with P&I War Risk coverages in Protection and Indemnity associations that are members of the International Group. Except as otherwise expressly provided in the section entitled "War," all expense of such policy/entry described in this section (including but not limited to premiums, additional premiums, calls, commissions, overspill claims, advancements, assessments, deductibles, and all other insurance costs regardless of Charterer or Contractor fault, neglect, action or inaction, or cause of claim or cost whatsoever) shall be for Contractor's account and shall be deemed to be included in the hire payable under this Charter Party. Within 10 calendar days following award of this contract, Contractor shall provide the Contracting Officer a copy of the policy. Contractor's failure to provide the required copy of the policy may be considered material breach of this contract. Contractor shall make insurance claims under the Time Charterer Protection and Indemnity policy/entry described in this section when directed by Charterer.

G-3.3.2 Charterer shall not be obliged to declare to the insurer all ships chartered by it. Contractor will advise the insurer that the Charterer will not declare all ships chartered by it to the insurer, and shall obtain an endorsement on the policy stating, "the United States of America, as charterer, is not required to declare to [insert insurer name] all ships chartered by it."

G-3.4 Contractor to Indemnify. If Contractor fails to name the United States as additional assured with waiver of subrogation on Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy as required by Section H-3.2; or fails to obtain for the United States the Time Charterer P&I policy/entry with War Risks coverage required by Section H-3.3; the Contractor shall indemnify and hold harmless the Charterer for all liability, costs, or expenses which would have been covered by the required insurance policies/coverage.

G-3.4.1 Contractor shall not, through action or inaction (including but not limited to failing to meet all conditions of a policy, causing through action or inaction cessation of a policy, or violating any warranty of a policy), vitiate or void the coverage afforded by the Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, Second Seaman's War Risk policy, or the coverage afforded by the Time Charterer Protection and Indemnity policy/entry with P&I War Risk coverage. If any such policy is vitiated or voided by Contractor's action or inaction as described in this Section H-3.4.1, Contractor shall indemnify and hold harmless the Charterer for all liability, costs, or expenses which would have been covered by the policy had such policy remained in full force and effect.

G-3.4.2 In the event Contractor fails to strike "other than owner" or "as owner" provisions per Section G-3.2.2, fails to amend supplemental limiting provisions as described in Section G-3.2.2.1, or fails to amend provisions limiting payment or coverage as described in Section G-3.2.3, Contractor shall indemnify and hold harmless the Charterer for all liability, costs, or expenses which would have been covered by Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, and Second Seaman's War Risk policy had such provisions been stricken or amended as required.

**(h) War**

- (1) Voyage Instructions. Operating limits of the vessel subject to this contract shall be worldwide. If the Vessel is ordered under this Charter Party to any port, place, or zone involved in a state of war, warlike operations or hostilities, civil strife, or piracy (whether there be a declaration of war or not) where it might be reasonably expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), pirate, or terrorist, it shall be unreasonable for the Owner not to prosecute said voyage if insurance against said risks is then available commercially or under a Government program, or if the Government offers the Owner indemnification against said risks pursuant to Public Law 85-804.
- (2) The Vessel Owner shall immediately notify the Charterer: (i) whenever any sailing orders will result in the Vessel subject to this Contract being sent beyond the limits of the War Risk Trading Warranties of insurance policies required under this Contract (to include entry into a war risk exclusion zone or when the Vessel will enter, sail for, or deviate towards the territorial waters of any of the Countries or places or any other waters described in the Lloyd's Joint War Committee's current Hull War, Strikes, Terrorism and Related Perils Listed Areas); (ii) if there are any changes to the War Risk Trading Warranties of insurance policies required under this Contract (including changes to the exclusion zones or the Hull War, Strikes, Terrorism and Related Perils Listed Areas) or changes to War Risk premiums, charges, or deductibles; or (iii) whenever additional premium charges or costs will be incurred as a direct result of compliance with any sailing orders issued by the Charterer under this Contract. The Contractor shall ensure that the insurers provide it relevant information in a timely manner. If the Contractor has given this required notice to the Charterer, the Charterer will reimburse the Contractor for the increase in costs (if any) of insurance premiums, charges, or deductibles which arise from the vessel sailing beyond the applicable War Risk Trading Warranties (including changes to the war risk exclusion zones) when entry into any exclusion zone or Hull War, Strikes, Terrorism and Related Perils Listed Areas under such insurance has been approved in advance by the Charterer. The issuance of sailing orders, by itself, does not constitute approval in advance by the Charterer. The Charterer may give the Contractor notice and instructions concerning suspension of commercial War Risk insurance coverage and substitution of Government indemnity or Government War Risk insurance as detailed in the section entitled "Government War Risk Insurance/Indemnity" below.
- (3) Additional Wage Costs. The Charterer shall reimburse Owner for the cost of provable additional master and crew wages (including all additional bonuses and payments required) to the extent that such additional costs arise directly from exposure of the Vessel, and/or Vessel's master and crew, to the risks described in the paragraph entitled "Voyage Instructions" above. However, any of said wages or payments shall not exceed in amount that which would be payable, under applicable laws and regulations, to U.S. civil service mariners in the employ of the Military Sealift Command in a similar port, place, zone, or route. Owner shall notify Charterer of all anticipated additional wage costs prior to entering any location which would

trigger such additional costs; and no such costs shall be reimbursable unless Charterer, after notification of such costs, provides approval to enter such location.

**(i) Government War Risk Insurance / Indemnity**

- (1) General. Upon receipt of notice and instruction from the Contracting Officer, as specified in the last sentence of Section IV(h)(2) above, with respect to any area excluded by the War Risk Trading Warranties or included by the Lloyd's Joint War Committee on the Hull War, Strikes, Terrorism and Related Perils Listed Areas under the Contractor's commercial War Risk coverage, the Contractor shall, as soon as practicable, contact its insurance brokers or underwriters and arrange for the suspension of its commercial War Risk insurance upon entry of the vessel into, or extension of stay of the vessel in such area(s), or when the vessel will enter, sail for, or deviate towards the territorial waters of any of the Countries or places, or any other waters described in the Lloyd's Joint War Committee's current Hull War, Strikes, Terrorism and Related Perils Listed Areas, as the case may be, subject to resumption of its commercial War Risk insurance upon exiting such area(s). In such instances, the Contractor shall accept the Government's indemnity or War Risk insurance, whichever is applicable, in lieu of such commercial War Risk insurance. The Contractor shall ensure that the suspension of its commercial War Risk coverage is coincident with the time that any Government indemnity or War Risk insurance becomes effective, and shall likewise ensure that its commercial War Risk insurance is resumed at the time when any Government indemnity or War Risk insurance becomes ineffective. The Contractor shall retain the same risks, such as deductibles (if any), that it has under its commercial insurance.
- (2) Government War Risk Insurance. Under the authority of 46 U.S.C. § 53905, the United States Maritime Administration (MARAD), at the request of Commander, Military Sealift Command, may furnish the following war risk insurance coverage, which will be effective during the vessel's transit under this Contract in areas which are in war risk exclusion zones, or waters described in the current Lloyd's Joint War Committee Hull War, Strikes, Terrorism and Related Perils Listed Areas, or otherwise excluded under the Contractor's commercial marine War Risk trading warranties, and which are designated by notice from the Contracting Officer to the Contractor:
  - a. War Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased-value policies effective on Charter Party date, a copy of which current hull policies shall be furnished to Charterer; War Risk Protection and Indemnity coverage, insured at a value of either (i) 150% of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date or (ii) \$50,000,000, whichever is greater but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date;
  - b. War Risk Blocking and Trapping Coverage;
  - c. War Risk Second Seaman's coverage, the principal sum of which shall be \$200,000 per Master, Officer, or crew member (this is also the loss-of-life benefit);
  - d. War Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date. The sum insured by this policy, including the amount of lost time that is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed the hire rate (effective under this Charter Party when the loss of time began), over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy.
- (3) Government Indemnity. Under the authority of Public Law 85-804 (72 Stat. 972, August 28, 1958) and Executive Order 10789, as amended by Executive Order 11610, the Secretary of Defense or the Secretary of the Navy may authorize the Contracting Officer to indemnify the Contractor against loss

from risks that would be covered by MARAD war risk coverage as set forth in the paragraph entitled "Government War Risk Insurance" directly above.

**(j) READINESS**

Readiness is a required service of the Vessel. Readiness shall be defined as the ability of a Vessel and Associated Equipment to perform the function for which designed, built, or chartered, including the ability to deploy without delays, whether or not so ordered to perform. If there is a degradation of this readiness, such that actual performance or condition of the Vessel or Associated Equipment shows any failure to satisfy one or more of the Owner's warranties or renders the Vessel in less than a fully efficient state, the hire will be proportionately decreased so as to indemnify the Charterer to the extent of such failure, this Charter Party to remain otherwise unaffected. Failure of the parties to agree upon the extent of the proportional decrease in hire shall be a dispute under the clause entitled "Disputes" incorporated herein by reference in Part II(d) above. Nothing in this clause shall limit the rights of the Charterer to place the Vessel off-hire pursuant to IV(k) (Off-Hire) below.

**(k) OFF-HIRE**

- (1) General. In the event of the loss of time resulting from deficiency and/or default of men including but not limited to misconduct, illness, injury, strikes, labor disruptions, lockouts, deficiency of stores; fire; breakdown of or damages to hull, machinery, or equipment; collision; stranding; grounding; detention by authorities; average accidents to Vessel or cargo unless resulting from inherent vice, quality, or defect of the cargo; repairs; inspections; dry docking for the purpose of examination or painting bottom; or deviation for the purpose of landing any ill or injured person onboard other than any passenger, supercargo, or military personnel who may be carried at the Charterer's request; or by any other cause whatsoever preventing the full working of the Vessel; the payment of hire shall cease for all time lost until the Vessel is again ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. Should the Vessel deviate or put back during a voyage contrary to the orders or directions of the Charterer for any reason, the hire is to be suspended from the time of her deviating or putting back until she is again ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. When the period of time lost to the Charterer on any one occasion is less than four consecutive hours (or 12 consecutive hours while in prepositioning service), the hire shall not be reduced for such period.
- (2) Costs for Owner. The cost of fuel consumed while the Vessel is off-hire, as well as all port charges, pilotages, and other expenses incurred during such period and consequent upon the putting in to any port or place other than that to which the Vessel is bound, shall be borne by the Owner. All fuel used by the Vessel being driven into port or to shallow harbors or to rivers or ports with bars, the delay of the Vessel and/or expenses resulting there from shall be for the Charterer's account. See paragraph IV(q)(5) *infra*.
- (3) Delays/Excessive Fuel Consumption. If upon any passage the Vessel (i) fails to make the warranted speed in Boxes 66 and 67 or if her warranted fuel consumption exceeds that in Boxes 68-71 and Box 73, either or both of which are due to defect in or breakdown of any part of her hull, machinery, or equipment; casualty; or inefficiency of Master, Officers, or crew or their failure to proceed with utmost dispatch, and (ii) is delayed more than 12 hours, the hire for the time lost and any cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice shall be for the Charterer's account.

**(l) SUPERCARGO AND GOVERNMENT DESIGNATED REPRESENTATIVES**

- (2) Charterer's Option. The Charterer shall have the right to assign supercargo (supercargo as used herein is both plural and singular) and other Government designated representatives aboard the Vessel for duty purposes to the extent that accommodations and United States Coast Guard certification (when applicable)

allow and in accordance with COMSC Instruction 3121.9 Series. The Charterer shall pay an amount of \$30.00 per day, per person, covering all expenses including accommodations and victualling. The Owner shall victual U.S. Government designated representatives, pilots, and Customs Officers when authorized by the Charterer at \$7.00 per meal. The Government particularly reserves the right to put a representative onboard the Vessel, with the pilot, at the approach to a discharge port (or otherwise as mutually agreeable) to inspect the Vessel and to monitor the unloading; reimbursement for accommodations and/or victualling is to be as described above.

- (3) Military Personnel. In addition to the carriage of personnel noted in paragraph (1) above, the Charterer shall have the right to assign other military personnel aboard the Vessel. The Contractor will be reimbursed for accommodations and victualing at the rate set forth in paragraph (1) above. The Vessel shall be outfitted with USCG-required safety equipment for the use of such military personnel.
- (4) Charterer's Liability. The Charterer shall be liable to the Owner for any loss of the Vessel's fittings or appurtenances or any damage to the Vessel, her fittings, or appurtenances caused by the act of supercargo or Government designated representatives in the embarkation, carriage, or debarkation of supercargo or Government designated representatives to the extent such loss or damage is not payable under the Vessel's insurance policies. However, the Charterer shall not be liable for such damage unless written notice specifying such damage and, if obtainable, the name of the party or parties causing such damage shall have been given to the Charterer or its authorized representative within a reasonable time.

**(m) TIME LOST**

- (1) Tacking to the End of Charter Period. Any time during which the Vessel is off hire under this Charter Party may be added to the charter period, at the Charterer's option. If the Charterer exercises its option to extend the charter period pursuant to this sub-clause, the charter period shall be deemed to include such extension and hire shall be payable at the rate(s) which would otherwise have been payable during each period of off hire.
- (2) Excessive Time Lost. The Charterer may by written notice cancel this Charter at no cost to the Government whenever, in any given 365-day period, for any reason whatsoever, more than 30 days are lost except for time lost as a result of the causes set forth in IV(y)(2) (War) above. Failure to cancel this Charter after thirty days are lost shall be without prejudice to any other rights of the Charterer, or any later right of the Charterer to cancel this Charter Party.
- (3) Relationship to Other Remedies. No remedy conferred by this paragraph upon the Charterer is intended to be exclusive of any other remedy already conferred by this Charter Party now or hereafter existing at law or in equity or by statute.

**(n) NEGLIGENCE OF PILOTS**

The Government, as the Charterer, shall not be held responsible, liable, or accountable for losses sustained by the Owner or the Vessel through the negligence of pilots or tugboats although engaged by the Charterer. Pilots and tugboats shall be considered servants of the Owner.

**(o) PORT CHARGES AND EXPENSES**

- (1) Expenses for Charterer. Except as otherwise provided herein, the Charterer shall pay expenses of loading and unloading cargo and all wharfage, dockage, canal tolls, dues, taxes, and similar port charges imposed by public authority including consular charges (except those pertaining to the Master, Officers, and crew) incurred by the Vessel in ports visited pursuant to the Charterer's direction. Agency fees, provided not incurred for the convenience of the Vessel or the Owner, shall also be for the Charterer's account. The



Charterer shall pay all pilotage charged to the Vessel; however, in no case shall the Charterer reimburse the Owner for pilotage paid to the Master or other members of the crew. Surveyors or consultants as mutually agreed may be retained under this Charter in order to facilitate fact-finding in respect of actual or potential claim actions or for inspections or surveys generally; the costs therefore shall be as mutually agreed and, if for the Charterer's account, said costs shall be incurred only after prior written approval from the Contracting Officer.

- (2) Reimbursement. All of the charges incurred for the Charterer's account as noted in subparagraph (1) above shall be paid by the Owner if so required by the Charterer. The Charterer shall thereafter reimburse the Owner for such charges in accordance with II(i) (Payment) above and IV(z) (Reimbursable Supplies and Services (Charters)) below.

**(p) OWNER'S OBLIGATION**

- (1) Provisions, Insurance, Wages, Fees, and Other Expenses. The Owner shall, unless otherwise provided herein, provide and pay for all provisions; deck, engine room, and galley stores; lube oil; slop and garbage removal/disposal; fresh water; insurance on the Vessel; wages of, transportation of, and services for Master, Officers, and crew and consular fees pertaining to them in accordance with IV(o)(1) (Port Charges and Expenses) above. The Owner will be responsible for all port charges associated with the foregoing.
- (2) Dispatch. The Owner, through its agents, employees, and servants, shall commence and prosecute the voyages made pursuant to this Charter with utmost dispatch and shall render all customary assistance with the Vessel's crew and equipment.
- (3) Logs. The Owner shall have maintained onboard the Vessel deck and engine room logs, true copies of which shall be retained by the Owner and made available to the Charterer at any time upon request and at no cost to the Government for a period of 10 years after the expiration of this Charter Party. Logs shall be legible and in English.

**(q) FUEL**

- (1) Delivery Bunkers. Upon delivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount and grade of fuel on board at the time of delivery with such additional verification as the Contracting Officer may require and the Charterer shall pay the Owner for such fuel at the current market price at the port of delivery upon certification and verification of such statement by the Contracting Officer, except that for charters where the vessel receives no bunkers during the course of the charter, the Charterer shall reimburse Owner for the amount of fuel used during the Charter at the current market rate at delivery port at time of delivery. The Charterer shall pay for the on-hire bunker survey if performed by an independent surveyor and required by the Contracting Officer. The Owner shall provide additional bunkers as may be required by the Charterer prior to the acceptance of the Vessel by the Charterer; and the Charterer shall reimburse the Owner all costs directly connected with the bunkering of the additional fuel, including but not limited to lighterage, dockage and similar charges, and taxes related therewith. Any reimbursement pursuant to this Paragraph shall be subject to the requirements of paragraph (z) below entitled "**REIMBURSABLE SUPPLIES AND SERVICES (CHARTERS)**."
- (2) Provision of Fuel. The Charterer shall ordinarily supply or cause to be supplied any or all of the fuel required by the Vessel during the period of this Charter. The grade of such fuel is to be specified by the Owner, and the grade supplied shall be at least that grade unless otherwise mutually agreed.
- (3) Fuel Oil Sampling and Testing.

- a. For charters exceeding six months, the Owner shall provide and install a "continuous drip-type" fuel oil testing flange to obtain fuel samples. The Charterer shall bear all costs for fuel testing. The Charterer will provide to the Owner all sample bottles, primary sample containers, seals, and prepaid mailers necessary for collecting and testing bunker fuel. During each bunkering, the Owner shall be responsible for collecting the primary sample by IMO MARPOL VI specified continuous drip sample method, and then generating four individual samples from the primary sample. All samples shall be clearly labeled, sealed and serialized. The four individual samples consist of the 1) MARPOL, 2) Offship Lab, 3) Vendor and 4) Offship Retest samples. The Owner shall retain the MARPOL sample in accordance with MARPOL VI regulations, mail the Offship Lab sample to the Charterer's designated fuel lab using the prepaid mailer, offer the Vendor sample to the fuel supplier, retain the Offship Retest sample until the later of the time that the fuel is consumed or 90 days. These actions shall be completed within 24 hours of completion of the bunkering effort. The Owner shall record the serial numbers and disposition of all sample bottles in the Ship's Log.
  - b. For charters of six months or less, the Owner shall perform and bear all costs associated with fuel testing. At a minimum the Contractor shall collect, seal, and serialize a MARPOL VI retained sample and an Offship Test sample. The Contractor shall have the Offship sample tested in accordance with ISO 8217:2005 for the fuel bunkered. All test results shall be forwarded by email to msc.mschg-fuel fct@navy.mil.
  - c. Testing laboratory confirmation of compatibility and specifications of newly on-board delivered fuel shall constitute acceptance by Owner. The Vessel shall not be off-hire in the event of delay resulting from the supply of fuel found to be off specification, unless for want of due diligence by Owner. If the Owner loads such fuel on the Vessel at his own expense, the Charterer shall reimburse the Owner the reasonable expenses of such loading.
- (4) Owner's Purchase of Fuel. The Owner shall, if directed by the Charterer, purchase fuel for the Vessel, in which case the Charterer shall reimburse the Owner the cost of all fuel (excluding lube oils and slop removal) procured by the Owner and loaded in the Vessel during the period of this Charter. If the Owner is required to incur costs under this paragraph by the Charterer, the Charterer shall thereafter reimburse the Owner for the reasonable expenses of such fuel upon presentation of properly certified vouchers, supporting receipts, and other documentation which justify the charges as fair and reasonable in accordance with II(i) (Payment) above. The Owner shall not, however, be reimbursed any amount in excess of the current market price of such fuel at the place of loading plus all reasonable expenses incurred by the Owner in loading said fuel on board the Vessel. The title to all fuel for the cost of which the Owner is entitled to be reimbursed hereunder shall automatically pass to and vest in the Charterer upon delivery to the Owner or upon the happening of any other event by which title passes from the vendor or supplier thereof to the Owner, in the case of any such fuel which is purchased for the performance of this Charter. The Charterer shall be afforded all benefits of Owner's contracts for its fuel requirements, including but not limited to any savings addressed in IV(aa) (Savings) below. Any reimbursement pursuant to this Paragraph shall be subject to the requirements of paragraph (z) below entitled "**REIMBURSABLE SUPPLIES AND SERVICES (CHARTERS).**"
- (5) Off-Hire. If the Vessel should go off-hire during the period of this Charter, the Owner shall present to the Contracting Officer a statement certified by it or its authorized agent showing the amount of fuel on board at the time the off-hire period commenced and the amount of fuel on board when the off-hire period ended. The Charterer shall be credited for the cost of the fuel consumed during the off-hire period and also reasonable expenses incurred in loading such fuel, with such costs based upon costs at the previous refueling point.
- (6) Redelivery. Upon redelivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount of fuel on board at the time of redelivery. A bunker survey conducted by an independent bunker surveyor approved by the Charterer shall be performed at the port of redelivery or such other place as the Charterer shall direct, at Owner's time and

expense. The Charterer shall be credited with the value of fuel on board at the time of redelivery, computed at the current market price at the port of redelivery.

- (7) Reasonable Expenses. The term "reasonable expenses" as used in this paragraph, shall mean all reasonable costs excluding crew overtime which are necessarily incurred in loading said fuel on board the Vessel such as expenses incurred at tanker terminal; loading fuel from lighters, barges, or other craft used as lighters, including lighterage, lighter demurrage, or detention incurred; cost of shifting lighters for the convenience of the Vessel, handling lighter lines; and such similar expenses which the Charterer shall find were necessarily incurred in the loading of fuel on the Vessel during the period of this Charter.

**(r) REDUCED OPERATIONAL STATUS**

- (1) Charterer's Option. The Charterer shall have the right to direct the Owner to place the Vessel in a period of reduced operational status (ROS). During any such period the rate of hire shall be as stipulated in the applicable boxes in Part I. The less-than-10-day rates stipulated in Part I shall apply over the full term of: (a) any ROS period which actually extends less than 10 days, and (b) any ROS period which is initially estimated by the Charterer to extend less than 10 days, regardless of the actual duration. The 10-day-and-longer rates stipulated in Part I shall apply over the full term of any ROS period which is estimated to and does extend 10 days or longer, without reference to any other ROS or FOS rates.
- (2) Notice to Owner. The Charterer shall give the Owner written or electronic notice or, in the event notice is given by telephone, written or electronic confirmation of exercise of the right specified in subparagraph (1) above, including with said notice an estimate of the duration of the ROS period. Such notice shall also specify the time at which the period of ROS is to commence, which time shall not be less than 48 hours subsequent to the receipt of such notice by the Owner or its representative. The Charterer shall give the Owner written or electronic notice or, in the event notice is given by telephone, written or electronic confirmation of termination of the period of ROS. Such notice shall specify the time at which such period shall terminate, which time shall be at least 72 hours (Saturdays, Sundays and holidays excluded) subsequent to the receipt of said notice by the Owner or its representative; provided, however, that by agreement between the Owner and the Charterer the Vessel may be returned to full operational status (FOS) before the time specified in the notice of termination of the reduced operational period.

**(s) WAIVER OF CLAIMS**

All claims whatsoever under this contract must be submitted to the Contracting Officer pursuant to the clause entitled "Disputes" within six months of the accrual of the claim. All claims not so submitted shall be deemed waived by the Owner.

**(t) CHARTER NOT A DEMISE**

Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer, the Owner under this Charter retaining complete and exclusive possession and control of the Vessel and her navigation.

**(u) SUBCHARTER**

The Charterer shall have the right, without the prior written consent of the Owner, to subcharter or agree to subcharter the Vessel under any form of time or voyage charter. If the Charterer shall enter into any such charter, the Charterer shall nevertheless remain responsible for the performance of this Charter. Any such subcharter shall include a provision that it is subject to the provisions of this Charter.

**(v) GENERAL AVERAGE**

General average shall be adjusted, stated and settled according to the York-Antwerp Rules 2004, and any subsequent modification thereof, in the port of New York and according to the laws and usages of the port of New York. In such adjustment, disbursements in foreign currencies shall be converted into United States Dollars at the exchange rate prevailing in the United States on the date made and allowances for damage to cargo claimed in foreign currency shall be converted into United States Dollars at the exchange rate prevailing on the last day of discharge of such damaged cargo from the Vessel. Notwithstanding the foregoing, the Charterer's contributions in general average shall in no event exceed three times the Owner's contribution for any single general average incident.

**(w) SALVAGE**

- (1) All salvage moneys earned by the Vessel during the period of this Charter shall be divided equally between the Owner and the Charterer after deducting Master's, Officers' and crew's shares, legal expense, Vessel hire lost, if any, as a result of the salvage service, value of fuel consumed (which shall be paid in full to the Charterer from the salvage award), repairs of damage, if any, and other extraordinary loss or expense sustained as a result of the salvage service. Charter hire shall continue to be paid by the Charterer during deviations for the purpose of performing salvage service.
- (2) When engaged in the carriage of Government cargo and if requested by the Charterer, the Owner agrees to accept Navy salvage services. Such services may be provided using Navy personnel and resources or Navy contracted resources.
- (3) In providing such services, the Navy, through the Charterer, agrees to waive all claims for "pure" or "bonus" salvage. Instead, the Charterer shall be entitled to the following:
  - (a) In those cases in which the salvage services are provided by Navy personnel and resources, the salvage claim shall be limited to a schedule of current per diem rates and allowable expenses as established by the Navy's Supervisor of Salvage. In no event shall such amount exceed a maximum claim of \$25,000 per day.
  - (b) In those situations in which the Navy utilizes contracted resources to deliver assistance, the Owner shall be liable for the actual daily rate charged to the Navy by the Contractor(s).
- (4) It is understood that this limited Supervisor of Salvage claim is asserted against the Vessel only, is solely for the Vessel's account, and does not include any amounts for the salvage of the Government's cargo. Notwithstanding any other provisions of this Contract, this limited Supervisor of Salvage claim IS NOT directly or by way of setoff chargeable in whole or in part to the Government by way of general average or otherwise.

**(x) LIMITATIONS**

The Owner shall have the benefit of all limitations of and exemptions from liability accorded to the Owner or Chartered Owner of the Vessel by any statute or rule of law for the time being in force except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or such statute or rule of law limiting the Contractor's liability is subordinate to any statutorily mandated provision of this Charter Party by operation of law. Nothing in this Charter Party shall operate to limit or deprive the Owner of any statutory exceptions or limitation of liability (against parties other than the Charterer) on the theory of personal contract or otherwise.

**(y) ALTERATIONS**

The Charterer shall be at liberty to make any additional alterations it may require beyond what is onboard at the commencement of this Charter, such work to be done at the Charterer's expense and on its time. The Charterer shall thereafter, during the period of this Charter, leave the Vessel in her original condition, ordinary wear and tear excepted, provided that the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal. The Charterer shall be at liberty to install any equipment or defensive armament (including demagnetization by installed equipment or other process, e.g., degaussing, wiping, or deperming), to install any additional gear or equipment for loading, carrying or discharging cargoes, and to repaint the Vessel. Such work shall be done at the Charterer's expense and on its time and shall not be such as to be in contravention of any applicable law of the United States or regulation made pursuant thereto. Such equipment, armament, materials, and gear so fitted are to be considered "Government Property" under the terms of FAR clause 52.245-1 at VIII(b)(3). The Charterer shall, during the period of this Charter, remove the same together with any alterations and additions thereto at its expense and time and shall restore the Vessel to her condition and color prior to such changes, ordinary wear and tear excepted. The Government shall have the right to abandon in place any alteration or Government furnished property, unless the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal.

**(z) REIMBURSABLE SUPPLIES AND SERVICES (CHARTERS)**

- (1) The Government will reimburse the Contractor only for the actual price paid for those supplies and services that are expressly identified as reimbursable items by this Contract. "Actual price" paid by the Contractor for such supplies and services, includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services.
- (2) To be eligible to receive reimbursement for services and supplies identified in this Contract as reimbursable items and obtained in support of this Contract, the Contractor must obtain at least three quotes for each transaction in excess of \$2,500 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. In the case of fuel purchases, unless directed otherwise by the Contracting Officer, the Contractor shall provide the documentation listed in subparagraphs (i) through (iii) below to the Contracting Officer for approval prior to purchasing fuel. For purchases of services and supplies and other than fuel, the Contractor need provide the aforementioned documentation only when requested by the Contracting Officer. The Contractor shall maintain documentation of all reimbursable purchases until three years after the Contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.
  - (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the proposed subcontractor and price.
  - (iii) Suppliers contacted and price quotes. Include other pertinent data such as price lists used if suppliers were not contacted and information regarding the selection if other than price-related factors were considered.
- (3) The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is

reduced shall be resolved in accordance with the "Disputes" clause of the Contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies and services were fair and reasonable.

- (4) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each Reimbursable Supplies and Services CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered.
- (5) The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN.
- (6) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies or services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the Schedule under the applicable Reimbursables CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.
- (7) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.
- (8) Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under each Reimbursable CLIN unless they contain a statement expressly increasing the funded amount of the Reimbursables CLIN by a sufficient amount to cover the change order.

**(aa) STANDARDS OF APPEARANCE**

1. Under this Charter, the Vessel will be operated in direct support of the U.S. Government and the Department of Defense. In this direct support role, the Vessel is a representative of the U.S. government. It is, therefore, important that it meets the highest possible standards of appearance and smartness. To this end, the Contractor will institute a continuous program of Vessel maintenance. The hull, decks, deckhouse, and all appurtenances will be cleaned and preserved as necessary and painted as required. The interior of the Vessel's deckhouses will be maintained in a clean and orderly state, with all equipment properly and securely stowed. The main and auxiliary machinery spaces will be kept clean and free of excessive accumulations of oil and debris. All spaces will be lighted to allow for the safe operation and correct maintenance of machinery and equipment.

**(ab) SAVINGS**

The Owner agrees that any refunds, rebates, credits, discounts, insurance payments, or other amounts (including any interest thereon) accruing to or received by the Owner under this Charter shall be paid by the Owner to the Government to the extent that they are properly allocable to costs, expenses, or reimbursements for which the Owner has been reimbursed by the Government under the terms of this Charter. The foregoing shall apply to any savings to the Owner resulting from a fleet reduction, applied on a pro rata basis.

**(ac) LAW GOVERNING**

This Charter Party shall be governed by the laws of the United States.

**(ad) SUBSTITUTION**

Subject to the Charterer's approval, the Owner may, at any time, propose to substitute a Vessel or Vessels. The nominated Vessel or Vessels shall possess the same or greater characteristics as the Vessel or Vessels being replaced. Approval of a Vessel substitution is a matter for the Charterer's sole discretion.

**(ae) MSC SHIPBOARD ANTITERRORISM/FORCE PROTECTION MEASURES**

- (1) The Owner agrees that the time or voyage chartered vessel will be under the tactical control of an MSC Area Command. The Area Commander will advise the Master of the vessel of the applicable Force Protection Condition (FPCON) and security measures he is required to implement.
- (2) The Owner agrees that while under charter, U.S. Armed Forces personnel may board the Vessel at any time at any location for U. S. national security purposes, gives consent for such boarding, and agrees to cooperate fully with such U.S. Armed Forces personnel in the boarding party. The Owner also agrees to permit U.S. Armed Forces personnel to search without limitation any and all vessel spaces for U.S. national security purposes.
- (3) The Charterer reserves the right, at the Charterer's sole option, to embark armed U.S. Armed Forces personnel at any time during the period of this Charter to protect U.S. Armed Forces personnel, cargo or equipment onboard the Vessel, or to protect the Vessel itself. These force protection personnel will provide security in accordance with rules of engagement established by competent U. S. military authorities and will operate under the command of such authorities. The Owner shall provide accommodations and victualling for these embarked personnel. The Charterer shall reimburse the Owner for all expenses relating to the embarkation force protection personnel as provided in this Charter for Supercargo.
- (4) The Owner agrees to render all necessary assistance to U.S. Armed Forces personnel with respect to the identification and screening of crewmembers or such others as may be aboard the Vessel. The Owner consents to the immediate removal of crewmembers or such others as may be aboard the Vessel deemed unsuitable for any reason by the Contracting Officer or U.S. Armed Forces personnel. The Owner agrees to replace any such crewmembers promptly and that such replacements will fully comply with all crew screening requirements. The Charterer agrees to reimburse the Owner for the reasonable costs directly incurred by the Owner with respect to such replacements.
- (5) The Owner agrees to comply with the current vessel physical security measures required by relevant MSC Force Protection instructions or other security-related directions from MSC or U.S. military authorities for the threat condition of the area. This may include turning off the Automatic Identification System and Long Range Identification and Tracking system onboard the Vessel, or adopting other security measures. Additionally, the Owner of chartered vessels will comply with and implement the requirements of MSC's current SHIPBOARD ANTITERRORISM/FORCE PROTECTION (AT/FP) PROGRAM instruction, COMSCINST 5530.3Series, as revised, incorporated herein by reference.
- (6) The Owner agrees to comply with responsibilities addressed in "shipboard military force protection detachment authority to use force" contained in ALMSC 009/03 message. This message includes respective responsibilities of the Vessel Master and Mission Commander of the embarked security team. The Charterer, through the cognizant MSC Area Command, will provide a copy of this message and MSC N3 Force Protection compliance outline memorandum dated 29 October 2008 to the Vessel during the delivery inspection, if applicable, or as requested.

- (7) The Owner agrees that the Master and Embarked Security Team Mission Commander/Tactical Supervisor on watch shall work together to implement force protection measures. The Master will ensure that the Tactical Supervisor is aware of ship maneuvers. The Master shall be available to receive reports by the Tactical Supervisor of the tactical force protection picture to allow the Master to maneuver his vessel so as to best protect his vessel and crew.
- (8) The Owner agrees that the Master will participate in any embarked security team mission brief that may be given upon embarkation of the Mission Commander.
- (9) The Owner agrees to immediately report all FP incidents, warning shots, firing of flares, and disabling fire to the cognizant MSC Area Command. Long term time charters will follow Navy OPREP reporting requirements. In addition, all force protection threats, actions, and incidents will be entered into the vessel's deck log or Force Protection journal as applicable.
- (10) The Owner agrees that the Vessel will have an operational internal announcing system and hand-held megaphone.
- (11) The Charterer will provide a copy of the MSC shipboard AT program, COMSCINST 5530.3 (series) and Standard Operating Manual, COMSCINST 3121.9 (series) during the delivery inspection.

**(af) RESERVED**

**(ag) SPECIAL REQUIREMENTS**

- (1) Ship Drawings. Within 48 hours of award the Owner shall provide detailed ship drawings indicating all stowage areas, bulkheads, rooms, etc., suitable for the preparation of stow plans. These drawings shall include unusual obstructions or characteristics not readily discernable from deck drawings.
- (2) Force Protection/Supercargo: Notwithstanding any restrictions in this Charter Party to the contrary, Owner agrees to the embarkation of up to 25 armed force protection personnel as provided for under the Force Protection clause. In the event complying with this requirement exceeds the Vessel's Certificate of Inspection (COI), Owner agrees to make reasonable efforts to obtain all appropriate waivers so as to allow the Vessel to carry such additional personnel. If Owner is unable to obtain the necessary waivers, Charterer shall have the option to cancel this Charter at no cost to the Government. The cost of any additional lifesaving equipment shall be for Owner's account.

**(ah) STATUTORY EMPLOYEE**

Pursuant to Louisiana Revised Statutes (La.R.S.) 23:1061(A)(3) the Department of the Navy, by and through Military Sealift Command, and Contractor expressly provide and agree that the United States of America and/or the Department of the Navy, by and through Military Sealift Command, is the statutory employer of any of Contractor's employees and is entitled to the tort immunity provided in La.R.S. 23:1061 and La.R.S. 23:1032.

**(ai) IN-TRANSIT VISIBILITY**

- (1) MSC has implemented a fully automated satellite tracking system (ASTARS) for the purpose of providing In-Transit Visibility (ITV) of its Vessels. To support this system, the Owner's Vessel shall be equipped with an INMARSAT-C Terminal with GPS input.



- (2) Prior to delivery of the Vessel, the Owner shall provide to the Charterer the make and model of the INMARSAT-C terminal, its registered identification number, and the specific satellite (POR, AORE, AORW, or IOR) on to which it is currently logged. Once this information is received, MSC technicians will remotely communicate with the terminal to activate reporting. When no longer required, MSC technicians will stop the terminal from reporting. The Owner shall provide MSC technicians with assistance as required to activate and maintain ASTARS reporting.
- (3) The cost of ASTARS reporting shall be included in the fixed price of this Charter.

**(aj) SECURITY THREAT**

In the event of a security threat or incident involving the Vessel, crew or cargo during the voyage, the Vessel's Master shall report any incident immediately to the MSC Area Command in whose area the Vessel is currently located. The MSC Command Center should be contacted if cognizant Area Command cannot be reached. The MSC HQ Global Command Information Center (GCIC) should be contacted. MSC HQ GCIC 24/7 phone number is: 757-443-5845.

**(ak) RESERVED**

**(al) RESERVED**

**(am) INVESTIGATIONS**

The Owner agrees to cooperate in any investigation conducted by the Charterer. Such cooperation shall include, but not be limited to, the production of documents and logs and making the Owner's employees available for interview.

**(an) MILITARY EXTRATERRITORIAL JURISDICTION ACT**

Upon award of this Contract, the Contractor shall immediately notify all contractor personnel, who are or who will be employed by, or who are or who will be accompanying, United States Armed Forces outside the continental United States (OCONUS), and who are not a host country national ordinarily resident in the host country, that such personnel, and any dependents residing with such personnel, who engage in conduct OCONUS that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States as required by the Military Extraterritorial Jurisdiction Act of 2000, Pub. L. 106-523, 114 Stat. 2488, codified at 18 U.S.C. 3261 – 3267, as implemented by DoD Instruction 5525.11, "Criminal Jurisdiction over Civilians Employed by or accompanying the Armed Forces outside the United States."

**(ao) CREW LIST**

The Contractor shall submit to MSC/PM2 the names of all crew and visitors desiring unescorted access aboard the Vessel using the Government-provided MSC/EPIC Force Protection Personnel/Crew list Submission Template. The template must be filled out in its entirety by the Contractor and submitted electronically in Microsoft Excel format to the Government, at the following PM2 mailbox: MSCHQPM2EPIC@NAVY.MIL. Crewmembers shall be submitted as they are identified to go to the Vessel. When a crewmember is replaced, only the replacement crewmember instead of the entire crew shall be submitted. All personnel requiring unescorted access aboard the Vessel must be screened prior to arriving onboard the ship. All personnel shall be resubmitted and re-screened every time they join/re-join a vessel and at least once in each 12-month period. All requests for vetting shall be submitted at least four (4)

working days prior to the person's access to the ship. A similar procedure shall be followed for all other Contractor personnel for whom unescorted access to the ship is desired. MSC PM2 will notify the Contractor of any anomalous screening results requiring further action or investigation. Emails containing the Microsoft Excel attachment shall be submitted as follows:

- Subject line format is as follows: FOUO - PRIVACY SENSITIVE - EPIC – PM2 - NAME of SHIP - CREW (or CONT).
- The Contractor shall use separate templates to submit the names of techreps/vendors from different companies. Those techreps/vendors revisiting the same ship during the same availability or visiting multiple ships in the same port need only be submitted once. Techreps/vendors visiting the Vessel in CONUS need only be submitted once in 90 days.
- Body of email is to begin and end with the following phrase: FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE. ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN BOTH CIVIL AND CRIMINAL PENALTIES.
- The Microsoft Excel attachment shall be password protected using the Microsoft password option. The password will be provided by the COR. Access to personal information by Contractor employees shall be on a need to know basis.
- A Microsoft attachment can be password protected as follows: Open the template (spreadsheet) and click on Tools and then Options. In the Options drop down menu, click on Security. Then enter the password and click on OK. Then you will be asked to re-enter the password. Password is case sensitive.

**(ap) BONUSES**

- (1) The delivery ballast bonus identified in Box 17 is in consideration of the Vessel's timely delivery and loading at the port, place, or range stipulated in Box 2 of this Charter, said Vessel having positioned there in ballast from the area identified elsewhere in Part I. The delivery ballast bonus shall not include any costs for reflagging, drydocking, repair work, vessel modifications or capital improvements necessary for performance of the Contract.
- (2) The Charterer shall have the unilateral right to change the delivery port or place once or more often, always consistent with Box 2.
- (3) Should the Charterer order Vessel to deliver at a port or place other than that intended in Box 2, and should said change necessitate a ballast passage either shorter or longer than originally contemplated, the delivery ballast bonus shall be adjusted. This adjustment shall be proportionate to the change in ballast distance, expressed as a percentage variation describing the difference between the ballast distance run and the ballast distance originally contemplated.
- (4) The redelivery ballast bonus identified in Box 17 is in consideration of the necessity to reposition the Vessel in ballast to its customary trading range after its redelivery at the port, place or range stipulated in Box 3 of this Charter.
- (5) The Charterer shall have the unilateral right to change the redelivery port or place once or more often, always consistent with Box 3.
- (6) Should the Charterer order Vessel to redeliver at a port or place other than that intended in Box 3, and should said change necessitate a ballast passage either shorter or longer than originally contemplated, the redelivery ballast bonus shall be adjusted. This adjustment shall be proportionate to the change in ballast distance, expressed as a percentage variation describing the difference between the ballast distance run and the ballast distance originally contemplated.

- (7) Unless otherwise agreed, the delivery ballast bonus shall be considered earned upon timely delivery and acceptance of Vessel by the Charterer and the redelivery ballast bonus shall be considered earned upon redelivery of Vessel to the Owner.
- (8) In the event a follow-on contract is awarded in direct continuation of this Contract, the Owner shall not be entitled to a redelivery ballast bonus under this Contract and any bonus or other cost delineated herein for redelivery of the Vessel shall be voided.

**(aq) NO-COST CANCELLATION**

If it shall become clear to the Owner that the Vessel will be delayed in arrival beyond the canceling date identified in Box 5, the Owner may, at the earliest 72 hours before the Vessel is due to sail for the delivery port, ask the Charterer in writing whether the right to cancel will be exercised. Upon receipt of such written notice, the Charterer shall, within 96 hours thereafter, exercise one of the following actions:

- (1) This Charter may be cancelled at no cost whatsoever to either party and the parties shall be relieved of any and all further responsibilities thereunder; or
- (1) The canceling date may be extended to a date mutually agreed, and all other terms and conditions of this Charter shall continue in full force and effect.

**(ar) ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Military Sealift Command via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY; and
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

**(as) Safety Management System**

The Contractor shall provide notification of all Safety related items to the Government through their Contracting Officer Representative (COR) and the MSC Safety Departments via the following email addresses: MSC\_GOCO\_Safety@navy.mil and MSCHQ\_Safety@navy.mil. The COR's email address will be provided at contract award. Throughout this section the term "Government" signifies the COR and MSC Safety Departments.

- (1) **Safety Management System (SMS).** The Contractor shall develop and maintain a certified Safety Management System (SMS) which fulfills the requirements of the International Maritime Organization's

(IMO) International Safety Management Code (ISM). This system can be developed and implemented in conjunction with the Contractor's existing quality system or an internationally accepted and certified quality system. The Contractor shall obtain and maintain ISM certification both ashore (Document of Compliance) and afloat (Safety Management Certificate) aboard each ship from a USCG approved certifying body. The Document of Compliance shall be in place three (3) months after delivery of the ship and each ship shall have a Safety Management Certificate within six (6) months of operations beginning. If the Contractor's SMS requires software for execution, the Contractor shall provide a stand-alone system onboard the vessel. The costs associated with this system shall be included in the Contractor's fixed rate. The Contractor is not authorized to install the software on the Government provided Local Area Network (LAN) without meeting all MSC Information Assurance (IA) requirements and gaining approval from the MSC IA Officer.

- (2) **SMS Safety and Occupational Health Program.** The Contractor's SMS shall provide a comprehensive program to reduce occupational injuries, illnesses, material loss or damage, and maintain safe and healthful working conditions for crewmembers and other embarked personnel. The Contractor shall use Safety and Occupational Health (SOH) guidance provided by COMSCINST 5100.17 (series), USCG NVIC 3-92, and [USCG NVIC 02-13](#) to provide protection for all shipboard personnel with a program of educational material, safety meeting discussions, videos, and hazard assessments. An appropriate onboard indoctrination program is also required to address the following occupational health topics at a minimum:

1. Heat Stress Mitigation
2. Personal Protective Equipment (PPE):
  - Head and eye protection (grinders, welding, power tools)
  - Hearing Conservation (control of excessive noise)
  - Respiratory protection (ANSI Z88 standards)
3. Shipboard Safety, Hygiene and Medical (designate an onboard Safety Officer).
4. Safe Work Practices for working aloft including fall protection, electrical lock-out/tag-out procedures, and safe practices for working in and around Marine Sanitation Devices (MSD)

- (3) **SMS Implementation Plan.** Within 30 days of contract award, the Contractor shall submit to the Government an SMS implementation plan that identifies:
1. An index of procedures that will be included in the SMS.
  2. An index of documents external to the SMS, maintained aboard the ship, that relate to safety.
  3. The method for tracking, reporting, and resolving non-conformities including procedures concerning Job Safety Analysis (JSA) and Root Cause Analysis (RCA).
  4. Contact information for personnel within the Contractor's Safety Department, responsible for submitting monthly reporting requirements to the COR and PO2 Safety.
  5. Contact information for the Contractor's Designated Person Ashore (DPA).
  6. A notional schedule for obtaining classification society approval of the SMS including:
    - Implementing the SMS throughout the shore side and shipboard organizations.
    - Conducting the internal and external audits necessary to obtain certification.
  7. The planned frequency of Management Reviews.
- (4) **SMS Documentation.** Updates and revisions to the SMS shall be submitted to the Government as they occur. Copies of the Contractor's Document of Compliance (DOC) and shipboard Safety Management Certificates (SMCs) shall be maintained by the operating company at all times. Electronic copies of these documents shall be furnished to the Government upon issuance and endorsement. The Government shall be furnished with copies of the required third party periodic reviews as well as any Contractor responses. The Government reserves the right to periodically audit the shipboard and corporate systems in accordance with the Contractor's Quality Management System.
- (5) **SMS Notifications.** The Contractor shall provide notification of the following Safety topics to the Government in accordance with the timelines prescribed below.

1. **Provide SMS Procedures.** The Contractor shall provide electronic copies of all procedures from the approved SMS to the Government within 30 days of classification society approval. The required

format for submission of the procedures is PDF or Microsoft Word. Any updates after approval of the SMS shall be provided to the Government within 10 days.

2. **Management Reviews.** The Government reserves the right to attend, as an observer, the Contractor's Management Reviews for informational purposes. The Contractor shall provide electronic notification to the Government at least 14 days prior to any scheduled reviews.
3. **Notification of Hazardous Situations (i.e. "Near Miss").** Paragraph 9.1 of the ISM Code requires the Contractor's SMS to include procedures that address reporting of hazardous situations. The Contractor shall provide electronic copies of all vessel hazardous situation reports to the Government by the 7<sup>th</sup> of every month. Negative responses are also required by the 7<sup>th</sup> of every month. The Contractor may redact Personally Identifiable Information (PII) from reports. Information required in the report includes: the Date of the event, the Ship Name, a detailed Summary of the Near Miss, the Position Title(s) of Personnel Involved, Corrective Action(s) Taken, and Lessons Learned.
4. **Accident (i.e. "Mishap") Reports.** Paragraph 9.1 of the ISM Code requires the Contractor's SMS to include procedures for reporting mishaps. The Contractor shall submit initial notification of severe mishaps to the Government within 24 hours. Severe mishaps include, but are not limited to death, dismemberment, loss-of-sight, broken bones, and man overboard. Within 5 days submit notification of less serious accidents, i.e.... lacerations, illnesses, bumps, and bruises. If a USCG Form 2692 is required, the 2692 should be submitted within 5 days of the event. All blocks of the 2692 should be filled out completely to ensure thorough reporting to the Government. The Contractor may redact Personally Identifiable Information (PII) from these reports. Information required in all reporting includes: the Date of the Mishap, the Ship Name, a Detailed Summary of the Mishap, the Position Title(s) of Personnel Involved, Corrective Action(s) Taken, and Lessons Learned. For mishaps involving damage to Government Owned Property (GOP), include the dollar amount and/or initial estimate for all damaged or lost GOP
5. **Marine Casualty Report (USCG Form 2692).** The Contractor shall provide electronic copies of all Marine Casualty Reports, including Commercial Diving Incidents. Submit notification of severe Marine Casualties within 24 hours of the event, followed by the required USCG Form 2692 within 5 days. Submit notification of less serious Marine Casualties within 5 days of the event along with the USCG Form 2692. All blocks of the 2692 should be filled out completely to ensure thorough reporting to the Government. The Contractor may redact Personally Identifiable Information (PII) from these reports. Information required in all reporting includes: the Date of the Marine Casualty, the Ship Name, a Detailed Summary of the Marine Casualty, the Position Title(s) of Personnel Involved, Corrective Action(s) Taken, and Lessons Learned. For Marine Casualties involving damage to GOP, include the dollar amount and/or initial estimate for all damaged GOP.
6. **Ship Casualties (Not requiring USCG Form 2692).** The Contractor shall notify the Government of all ship casualties within 24 hours of the event. Information required in all reporting includes: the Date of the Ship Casualty, the Ship Name, a Detailed Summary of the Ship Casualty, the Position Title(s) of Personnel Involved, Corrective Action(s) Taken, Lessons Learned, and the Dollar Amount and/or Initial Estimate for Repairs.
7. **Safety Meetings and Minutes.** The Contractor shall conduct Monthly Safety Meetings and develop an agenda of mandatory conversation pieces for the ships under this contract. The Contractor shall provide electronic copies of all Safety Meeting Minutes to the Government within 10 days of the meeting. On occasion, the Government may communicate "hot topics" to the Contractor for inclusion in Safety Meetings.

- (6) **SMS Audits (Internal & External).** The Contractor shall provide electronic copies of all internal and external audits performed on the Contractor's SMS to the Government within 10 days of the report being delivered.

**PART V**

**PART V. DRY CARGO TIME ADDITIONAL CONTRACT REQUIREMENTS (AS APPLICABLE)  
(Addendum to FAR 52.212-4)**

Unless specifically referenced in Box 6, the paragraphs that follow do not apply to this Charter Party:

**(a) Security Clearance**

The Owner warrants that the Vessel shall comply with all administrative requirements, including the necessary investigative actions required by the Government to obtain a Government facilities clearance for the Vessel and any other facilities necessary to carry out the terms of the Contract. The Contractor shall submit, in a timely manner, information requests for clearances to ensure that All licensed crew hold a SECRET clearance.

**(b) Navigational Equipment**

- (1) In addition to equipment required by the USCG, the Vessel shall be equipped upon delivery with the following navigational equipment:
- (i) Two radars (one 10 cm, one 3 cm), one of which is Automatic Radar Plotting Aids (ARPA) capable
  - (ii) Global Positioning System (GPS)
  - (iii) Gyro Compass
  - (iv) Automatic Steering Device
  - (v) Fathometer
  - (vi) Speedlog
  - (vii) Weather facsimile

**(c) Fuel Monitoring**

- (1) A computer-generated reporting system, which monitors daily fuel oil consumption, shall be installed. At a minimum, the reporting system will show the following (automated to maximum extent practicable):
- (i) Daily fuel oil consumption
  - (ii) Speed made good over the ground
  - (iii) Speed made good through the water
  - (iv) Average propeller RPM per day
  - (v) Vessel draft
  - (vi) Sea and weather states
  - (vii) Length of Day (e.g., 23, 24, 25 hours)
- (2) At the end of each voyage/passage, the Contractor shall submit a summary giving the total time at sea, total distance steamed, total average speed, and total fuel consumed for the passage.
- (3) The fuel oil monitoring/reporting system shall record on a daily and quarterly basis as described above. Reports and data collected by the system shall be submitted quarterly to the address provided by the Contracting Officer. The Contractor shall provide the data via e-mail and on a CD ROM compatible with MS Word and Excel. The submission shall include the file path/directory of the CD and the definition of the data elements in the file.

- (4) The Contractor shall include a statement certifying the accuracy of the data contained therein as a true and exact copy of Vessel deck and engine logbooks with the quarterly fuel oil report.

**(d) Reserved**

**(e) Time Charter War Risk Coverage**

Under the authority of 46 U.S.C. App. 1285, the U.S. Maritime Administration (MARAD) will furnish the following war risk insurance coverages, which will be effective during the Vessel's transit during this Charter of areas currently excluded under commercial marine insurance war risk trading warranties.

- (1) War Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased-value policies effective on Charter Party date, a copy of which current hull policies shall be furnished to the Charterer;
- (2) War Risk Protection and Indemnity coverage, insured at a value of either: (i) one-hundred fifty percent of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date; or (ii) USD 50 million, whichever is greater, but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date;
- (3) War Risk Blocking and Trapping Coverage;
- (4) War Risk Second Seamen's Coverage, the principal sum of which shall be USD 200,000 per Master, Officer, or crewmember (this is also loss-of-life benefit).
- (5) War Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date. The sum insured by this policy, including the amount of lost time that is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed the hire rate (effective under this Charter Party when the loss of time began), over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy.
- (6) Terms of coverage above referenced to be in accordance with MARAD policies issued pursuant to the authority of 46 U.S.C. App. 1285 as approved by the Contracting Officer, in the form of Policy set forth in 46 CFR 308, as such form is amended.
- (7) The Contractor shall provide, as a minimum, a Certificate of Insurance evidencing types and levels of insurance held. If requested by Contracting Officer, the Contractor shall provide a copy of above-mentioned policies with endorsements.
- (8) Notwithstanding any other provision of this Charter Party, all other insurance shall be for Contractor's account.

**(f) Automated External Defibrillator (AED)**

- (1) Subject to the requirements of paragraph (2) below, the Contractor shall provide at least one Automated External Defibrillator (AED) unit. Unless otherwise specified in Box 6, all AEDs must be FDA approved and be suitable for shipboard use. The Vessel's Medical Department Representative must be trained to operate and maintain the AED.
- (2) The Contractor shall provide sufficient AEDs, stored in a location ready for use, to ensure that response time to shipboard medical emergencies does not exceed five minutes from any location on the Vessel. AEDs shall be stored in a location that is accessible to trained rescuers.

**(g) Crew Appearance**

The Contractor shall ensure that the appearance, dress, and behavior of the Officers and Crew are a credit to the Government. Accordingly, the Contractor shall establish and enforce appropriate dress and grooming standards (i.e. khakis or white coveralls for officers and dark blue for unlicensed crew members, in order to distinguish officers from crew and to facilitate the identification of non-crew members).

**(h) Reserved**

**(i) Tugs & Barges**

- (1) Construction. All references in this Charter Party to "Vessel" shall be deemed to refer to the Tug and Barge chartered hereunder, unless the context clearly precludes such a reading.
- (2) Affreightment. This Charter is deemed to be for the purpose of affreightment and is not a towage contract.
- (3) COGSA. COGSA shall apply to this Charter as specified in II(j) (Risk of Loss). A barge will not be deemed a "package" thereunder. All cargo in barges will be deemed stowed underdeck for purpose of application of COGSA.

**(j) Contractor Security**

- (1) **CONTRACTOR SECURITY**. The Government requires the Contractor to furnish armed Contractor Security (CS) with a minimum of four (4) persons. The Contractor shall provide the team makeup for approval by the Government prior to award and the team shall be onboard during the duration of the voyage(s)/charter period under this Contract. Contractor WILL PROVIDE government-approved firearms and ammunition for the CS as described below (as well as any body armor, tactical communications systems, or protective equipment for their use), and is responsible for delivery to and retrieval from the Vessel of these items. Contractor will provide berthing and victuals for the CS in accordance with the terms of this Contract.
- (2) **THREAT INFORMATION**. CS personnel will provide security on the Vessel against threats to the Vessel, its crew, and DoD military cargo on board. In particular, CS personnel must be prepared to defend against pirates or terrorists who may use 2 to 20 small vessels, and simultaneously attack both sides of the Vessel, while armed with automatic weapons and rocket propelled grenades. The CS must also be prepared to defend against suicide-bomber attacks by persons using vessel-borne improvised explosive devices.
- (3) **PERMISSION FROM VESSEL'S FLAG STATE (NON-U.S. FLAG)**. The Contractor will advise the Contracting Officer in writing at least 96 hours before the Vessel is scheduled to sail that it has confirmed with the Vessel's flag state (for a flag other than the U.S.) that embarkation of armed CS for the purposes stated in the Contract are not in violation of flag state law.
- (4) **RULES FOR USE OF FORCE & LEGAL COMPLIANCE**. The standing rules of engagement applicable to U.S. military members are not applicable to CS personnel. When using force, to include deadly force, CS personnel will at a minimum comply with the use of force rules found in DoD Directive 5210.56 (particularly enclosure 2 thereto), the warning shot guidance in unclassified paragraph 4 c of enclosure M to CJCSI 3121.01B of 13 June 2005, and the most current MSC message on the Rules for the Use of Force by MSC Mariners, currently ALMSC message 018/12 of 261809Z



SEP 2012. The Contractor shall request copies of this guidance from the Contracting Officer if they do not have it. The Contractor, any subcontractor providing CS services, and CS personnel are solely responsible for compliance with applicable local laws (to include the law of the flag state of the Vessel) and international treaties, which may further limit the force they may lawfully use. Additional relevant information is contained in the CONTRACT SECURITY (CS) ACKNOWLEDGMENT section below. Contractor shall immediately report any discharge of weapon(s) or use of force by CS personnel to the ship's Master, Contracting Officer, and the MSC Area Commander, and shall cooperate with and ensure that CS personnel cooperate with any investigation of the incident by MSC, U.S. Navy, DoD, or other U.S. Government agency.

(5) CONTRACTOR'S FIREARMS LIST & GOVERNMENT APPROVAL.

- a. The CS shall be armed with firearms and ammunition furnished to the CS by the Contractor or subcontractor(s), and delivered to the ship and retrieved from the ship by the Contractor or subcontractor(s).
- b. These firearms shall include, at a minimum, one semi-automatic or fully automatic rifle in either 5.56 or 7.62 caliber for each team member. The Contractor shall provide a list of firearms and ammunition for approval by the Government prior to award. Only firearms and ammunition that have been approved by the Government may be used by the CS.
- c. At least 96 hours before the vessel is scheduled to sail, Contractor shall provide the Contracting Officer with a written list of the number and type of firearms that the CS will be armed with. Information shall include general description of type of weapon (i.e., semi-automatic rifle or fully automatic rifle), make, model number, and caliber of weapon. The Government approves only military-style full metal jacket ammunition for firearms used by the CS. Contractor will state in its Firearms List that "only military-style full metal jacket ammunition will be supplied to and used by the CS."
- d. At least 24 hours before the Vessel is scheduled to sail, the Contracting officer will advise the Contractor in writing of the firearms that have been approved for use on the Vessel.

(6) CONTRACT SECURITY (CS) ACKNOWLEDGMENT, SECURITY SCREENING, & GOVERNMENT AUTHORIZATION TO BEAR ARMS.

- a. At least 96 hours before the ship is scheduled to sail, Contractor will provide the Contracting Officer with the "CONTRACT SECURITY (CS) ACKNOWLEDGMENT" (discussed below), and necessary information for MSC security screening, which must be completed for prospective CS personnel.
- b. At least 24 hours before the vessel is scheduled to sail, the Contracting Officer will advise the Contractor of the names of those CS personnel who are authorized to be armed for service on the Vessel. This will occur after the Contracting Officer has received a timely copy of the CS Acknowledgment, and other necessary information from the Contractor (at least 96 hours before the Vessel is scheduled to sail) to permit MSC security screening, which must be completed for prospective CS personnel.

(7) WRITTEN CONTRACT SECURITY (CS) ACKNOWLEDGMENT OF CONTRACTOR, SUBCONTRACTOR(S), & CS PERSONNEL.

- a. Contractor, the subcontractor(s) providing CS services (if applicable), and all CS personnel will sign a CS ACKNOWLEDGMENT that the Contractor will provide to the Contracting Officer at least 96 hours before the vessel is scheduled to sail. The Contractor is responsible for the proper submission of the CS Acknowledgment by Contractor, subcontractor(s), and CS personnel.

- b. The CS Acknowledgment to the Contracting Officer will state that:

CONTRACT SECURITY (CS) ACKNOWLEDGMENT

The undersigned Contractor, CS subcontractor(s) (if any), and CS personnel AFFIRM by their signatures (along with their printed names and dates of signature) at the bottom of this Acknowledgment, that they have read and understand the contents of this Acknowledgment, have truthfully provided any required information, and will comply with all requirements contained in this Acknowledgment.

- (1) CS personnel have been briefed by the Contractor or CS subcontractor(s) and understand they will provide security on the Vessel and defend against threats to the Vessel, its crew, and DoD military cargo on board. In particular, CS personnel must be prepared to defend against pirates or terrorists who may use 2 to 20 small vessels, and simultaneously attack both sides of the Vessel, while armed with automatic weapons and rocket propelled grenades. The CS must also be prepared to defend against suicide-bomber attacks by persons using vessel-borne improvised explosive devices.
- (2) Unlawful or otherwise improper use of force may subject the Contractor, subcontractor(s), and their employees (including CS personnel) to criminal prosecution and/or civil liability under U.S., local, or international law.
- (3) CS personnel have been briefed by the Contractor or CS subcontractor and understand limitations on the use of force. In particular:
  - (a) The standing rules of engagement applicable to U.S. military members are not applicable to CS personnel. When using force, to include deadly force, CS personnel will at a minimum comply with the use of force rules found in DoD Directive 5210.56 (particularly enclosure 2 thereto), the warning shot guidance in unclassified paragraph 4 c of enclosure M to CJCSI 3121.01B of 13 June 2005, and the most current MSC message on the Rules for the Use of Force by MSC Mariners, currently ALMSC message 018/12 of 261809Z SEP 2012. The Contractor shall request copies of this guidance from the Contracting Officer if the Contractor does not have it;
  - (b) The Contractor, any subcontractor(s) providing CS services, and CS personnel are solely responsible for compliance with applicable local laws (to include the law of the flag state of the Vessel) and international treaties, that may further limit the force they may lawfully use; and
  - (c) CS personnel may use deadly force for the defense of persons OTHER than themselves, the vessel's crew, or U.S. DoD personnel in the vicinity, only when this is directly related to the assigned mission of providing security for the Vessel, its crew, and DoD cargo on board, but the CS shall nevertheless comply with local law (to include the law of the flag state of the Vessel) and international law, if they prohibit use of force for this purpose.
- (4) CS personnel will only use U.S. government-approved firearms and ammunition. These government-approved firearms and ammunition, as well as any body armor, tactical communications systems, or protective equipment, will be furnished to the CS by the Contractor or CS subcontractor(s), who are responsible for delivery to and retrieval from the Vessel of these items. The Contracting Officer will provide notice of the government's approval of particular weapons to the Contractor. Only military-style full metal jacket ammunition is approved by the Government for use in CS firearms.
- (5) Contractor and subcontractor(s) acknowledge that the background and qualifications of CS personnel have been investigated and these personnel are not prohibited under U.S. law to possess firearms.
- (6) CS personnel have properly filled out and signed DD FORM 2760 (**QUALIFICATION TO POSSESS FIREARMS OR AMMUNITION**) and MSC SUPPLEMENT TO DD FORM 2760. Contractor shall provide copies of these completed forms to the Contracting Officer with the CS Acknowledgment.

- (7) CS personnel shall each carry a copy of the Contracting Officer's written communication that authorizes them to be armed with government-approved firearms for service on the CS.
- (8) Authorization for CS personnel to use firearms may be revoked for non-compliance with established rules for the use of force.
- (9) CS personnel are currently qualified to use the specified Contractor/subcontractor-furnished and government-approved firearms and will not be issued any weapons that they have not qualified with (the date and types of official military or police firearms qualification standards that individual CS personnel are in compliance with are set forth below under each of their printed names).

## PART VI

### **PART VI. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JUN 2016)**

#### **Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JUN 2016)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
  - (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
  - (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
 [Contracting Officer check as appropriate.]
  - ☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
  - ☐ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
  - ☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
  - ☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
  - ☐ (5) [Reserved].
  - ☒ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
  - ☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
  - ☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
  - ☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
  - ☐ (10) [Reserved].
  - ☐ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
  - ☐ (ii) Alternate I (Nov 2011) of [52.219-3](#).
  - ☒ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
  - ☐ (ii) Alternate I (Jan 2011) of [52.219-4](#).
  - ☐ (13) [Reserved]
  - ☐ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
  - ☐ (ii) Alternate I (Nov 2011).
  - ☐ (iii) Alternate II (Nov 2011).
  - ☐ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- X\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- X\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- x\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Oct 2015) of [52.219-9](#).
- \_\_\_ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- X\_ (20) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- X\_ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- x\_ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- x\_ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- x\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- x\_ (28) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- x\_ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).
- x\_ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- x\_ (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- x\_ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- x\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- \_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- x\_ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- \_\_\_ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- X\_ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- \_\_\_ (45) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- \_\_\_ (46)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

- \_\_\_ (ii) Alternate I (May 2014) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (May 2014) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (May 2014) of [52.225-3](#).
- \_\_\_ (47) [52.225-5](#), Trade Agreements (Feb 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- X\_\_\_ (48) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ x\_\_\_ (49) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- \_\_\_ (50) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (51) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (52) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (53) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X\_\_\_ (54) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (55) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_\_ (56) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- \_\_\_ x\_\_\_ (57) [52.232-39](#)
- \_\_\_ x\_\_\_ (58) [52.232-40](#)
- \_\_\_ (59) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- X\_\_\_ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]
- \_\_\_ x\_\_\_ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- \_\_\_ x\_\_\_ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- X\_\_\_ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ x\_\_\_ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- \_\_\_ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- \_\_\_ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- \_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).
- \_\_\_ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)

(v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).

(vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

(viii) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))

(ix) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

(xi)

[52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627). Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xiv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

*Alternate I (Feb 2000).* As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

*Alternate II (Oct 2014).* As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)



(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219–8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222–35, Equal Opportunity for Veterans (Jul 2010) (38 U.S.C. 4212).

(F) 52.222–36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(H) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(I) 52.222–50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(J) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(K) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222–54, Employment Eligibility Verification (Aug 2013).

(M) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.

(N) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.

(O) 52.232-18 Availability Of Funds

(P) 252.211-7007 Reporting of Government-Furnished Property

While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## PART VII

### **PART VII. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS**

(a) The following clause(s) apply to every contract:

- (1) [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- (2) [252.227-7015](#), Technical Data—Commercial Items (FEB 2014) (10 U.S.C. 2320).

- (3) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (JUN 2013), if applicable (see [227.7102-4\(c\)](#)).
- (4) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) (Section 1038 of Pub. L. 111-84) (b) The following clauses apply to contracts that are performed completely outside of the United States:
- (5) 252.222-7007 Representation Regarding Combatting Trafficking in Persons (JAN 2015)
- (6) 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan VI-1
- (b) The following clause(s) apply to contract(s) greater than \$1,000,000.00:
  - (1) [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (c) The following clause(s) apply to contract(s) greater than \$500,000.00:
  - (1) [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (d) The following clause(s) apply to contract(s) exceeding the simplified acquisition threshold (SAT):
  - (1) [252.225-7012](#), Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).
  - (2) [252.243-7002](#), Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).
- (e) The following clause(s) apply to contract(s) awarded to a U.S. vendor:
  - (1) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) (10 U.S.C. 2227).
- (f) The following clause(s) apply to contract(s) awarded to a U.S. flag vessel:
  - (1) [252.247-7027](#), Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).
- (g) The following clause(s) apply to contract(s) for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea:
  - (1) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
- (h) The following clauses apply if checked:
  - (1) ☒ [252.203-7003](#), Agency Office of the Inspector General (DEC 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
  - (2) ☒ [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts) (MAR 2016) (15 U.S.C. 637).
  - (3) ☐ [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (OCT 2014) (15 U.S.C. 637 note).
  - (4) (i) ☒ [252.225-7001](#), Buy American and Balance of Payments Program (NOV 2014) (41 U.S.C. chapter 83, E.O. 10582).
  - (ii) ☐ Alternate I (NOV 2014) of [252.225-7001](#).
  - (5) ☐ [252.225-7008](#), Restriction on Acquisition of Specialty Metals (MAR 2013)(10 U.S.C. 2533b).
  - (6) ☐ [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014) (10 U.S.C. 2533b).
  - (7) ☐ [252.225-7015](#), Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
  - (8) ☐ [252.225-7016](#), Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
  - (9) ☐ [252.225-7017](#), Photovoltaic Devices (JUN 2016) (Section 846 of Pub. L. 111-383).



- (10) (i) ☐ [252.225-7021](#), Trade Agreements (JUN 2016) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ☐ Alternate I RESERVED
- (iii) ☐ Alternate II (JUN 2016) of [252.225-7021](#).
- (11) ☐ [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (12) ☐ [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (13) (i) ☐ [252.225-7036](#), Buy American—Free Trade Agreements—Balance of Payments Program (NOV 2014) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ☐ Alternate I (NOV 2014) of [252.225-7036](#).
- (iii) ☐ Alternate II (NOV 2014) of [252.225-7036](#).
- (iv) ☐ Alternate III (NOV 2014) of [252.225-7036](#).
- (v) ☐ Alternate IV (NOV 2014) of [252.225-7036](#).
- (vi) ☐ Alternate V (NOV 2014) of [252.225-7036](#).
- (14) ☐ [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (15) ☐ [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB 2014), if applicable (see [227.7103-6\(a\)](#)).
- (16) ☐ [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (JUN 2013) (Section 1092 of Pub. L. 108-375).
- (17) ☐ [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (18) ☐ [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (19) (i) ☐ [252.247-7023](#), Transportation of Supplies by Sea (APR 2014) (10 U.S.C. 2631).
- (ii) ☐ Alternate I (APR 2014) of [252.247-7023](#).
- (iii) ☐ Alternate II (APR 2014) of [252.247-7023](#).

**PART VIII****PART VIII. ADDITIONAL FAR, DFARS AND MSC CLAUSES****(a) FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acquisition.gov/far/index.html>

<http://farsite.hill.af.mil>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

**(b) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses, which, if checked, are incorporated in this Contract by reference.**

- ☒ (1) FAR 52.204-4 Printed or Copied Double-Side on Postconsumer Fiber Content Paper (MAY 2011)
- ☐ (2) FAR 52.232-18 Availability of Funds (APR 1984)
- ☒ (3) FAR 52.245-1 Government Property (APR 2012)
- ☒ (4) DFARS 252.201-7000 Contracting Officer's Representative (DEC 1991)
- ☒ (5) DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)
- ☐ (6) DFARS 252.204-7000 Disclosure of Information (AUG 2013)
- ☒ (7) DFARS 252.204-7003 Control of Government Personnel Work Product (APR 1992)

- ☐ (8) Reserved
- ☒ (9) DFARS 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (OCT 2015)
- ☐ (10) DFARS 252.211-7006 Passive Radio Frequency Identification (JUN 2016)
- ☒ (11) DFARS 252.215-7007 Notice of Intent to Re-solicit (JUN 2012)
- ☐ (12) DFARS 252.215-7008 Only One Offer (OCT 2013)
- ☐ (13) DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994)
- ☐ (14) DFARS 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (OCT 2015)
- ☒ (15) DFARS 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
- ☒ (16) DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
- ☒ (17) DFARS 252.245-7002 Reporting Loss of Government Property (APR 2012)
- ☒ (18) DFARS 252.245-7003 Contractor Property Management System Administration (APR 2012)
- ☒ (19) DFARS 252.245-7004 Reporting, Reutilization, and Disposal (MAR 2015)
- ☒ (20) DFARS 252.247-7025 Reflagging or Repair Work (JUN 2005)

(c) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clauses which, if checked, are included in this Contract:

☒ **(1) 52.204-7 SYSTEM FOR AWARD MANAGEMENT (SAM) (JUL 2013)**

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)

(1) By submission of an Offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address

exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

☒ **(2) 52.217-8 Option To Extend Services (Nov 1999).**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor any time prior to redelivery of the Vessel.

☒ **(3) 52.217-9 Option To Extend The Term Of The Contract (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the contractor any time prior to redelivery of the Vessel. The Government may, but is not required to, give the contractor a preliminary notice of its intent to extend any time prior to redelivery of the Vessel. The preliminary notice, if provided, does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

☐ **(4) Reserved**

☐ (5) **Reserved**

☒ (6) **DFARS 252.232-7006 Wide Area Work Flow Payment Instructions (MAY 2013)**

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

\_\_\_\_\_ Invoice \_\_\_\_\_

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_\_\_\_\_ Not Applicable \_\_\_\_\_

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N32205
Admin DoDAAC	N32205
Inspect By DoDAAC	Leave Blank

Ship To Code	N62387
Ship From Code	Leave Blank
Mark For Code	Leave Blank
Service Approver (DoDAAC)	Leave Blank
Service Acceptor (DoDAAC)	Leave Blank
Accept at Other DoDAAC	Leave Blank
LPO DoDAAC	Leave Blank
DCAA Auditor DoDAAC	Leave Blank
Other DoDAAC(s)	Leave Blank

- (3) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

- (5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

\_\_\_\_\_  
*(Contracting Officer: Insert applicable email addresses or “Not applicable.”)*

- (g) *WAWF point of contact.*

- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

MSCHQ WAWF@navy.mil

- (2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

#### ☒ (7) **MSC SPECIFIC WIDE AREA WORKFLOW (WAWF) INSTRUCTIONS (AUG 2012)**

The information contained in this instruction is supplemental to DFARS 252.232-7006. **The information contained in the table in DFARS 252.232-7006 is for WAWF purposes only. Information included in DFARS 252.232-7006 and this WAWF instruction apply only to WAWF Invoicing and WAWF Receiving Reports. Contradictory information elsewhere in this contract, e.g. Ship to DoDAAC, shall be followed per the terms and conditions of the contract.**

When entering the invoice into WAWF, the Contractor shall fill in the DoDAAC fields or DoDAAC extensions exactly as shown in the table in DFARS 252.232-7006. Fields that should not be filled in when entering the invoice into WAWF will be indicated with the direction, “Leave Blank.”

In some situations the WAWF system will pre-populate the “Pay DoDAAC,” “Admin By DoDAAC” and “Issue By DoDAAC.” The Contractor shall verify that those DoDAACs automatically entered by the WAWF system match the information in the table in DFARS 252.232-7006. If these DoDAACs do not match, then the Contractor shall correct the field(s).

If Receiving Reports are required, ensure that the “Inspection” and “Acceptance” defaults of “destination” for both fields are not changed in the WAWF online interface.

**The CLINs on the WAWF invoice shall be entered exactly as set forth in the contract document including CLIN number (e.g. 0001), Quantity (may be adjusted for actual quantity or dollar value delivered and invoiced), and Unit Price (e.g. \$1.00).** The dollar amounts on each CLIN or SubCLIN on the WAWF invoice shall reflect final performance values, but in no instance can the dollar amount for each CLIN or SubCLIN exceed what is specified in the contract document. The Contractor shall bill to the lowest level, e.g., the SubCLIN level. **The Quantity and Unit of Measure fields must be filled out exactly as indicated in the CLINs and SubCLINs to reduce the possibility of the invoice being delayed or rejected during processing.**

Before closing out of an invoice session in WAWF, but after submitting the document or documents, the Contractor will be given the option to send additional email notifications by clicking on the “Send More Email Notifications” link that appears on the page. The Contractor shall click on this link and add the Technical Point of Contact’s (TPOC) or Contracting Officer’s Representative’s (COR) email address in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

☒ **(8) DFARS 252.232-7010 Levies on Contract Payments (DEC 2006)**

- (a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.
- (b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—
  - (1) The total dollar amount of the levy;
  - (2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and
  - (3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.
- (c) DoD shall promptly review the Contractor’s assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including—
  - (1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and
  - (2) (i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or
    - (ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notifies the IRS to attempt to resolve the tax situation.
- (d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

☒ **(9) DFARS 252.204-7012 Safeguarding of Covered Defense Information and Cyber Incident Reporting (OCT 2016)**

- (a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system

that is owned, or operated by or for, a contractor and that processes, stores, or transmits

covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and

printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are

defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this

solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an

Information Technology (IT) service or system operated on behalf of the Government,

the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service

or system operated on behalf of the Government and therefore are not subject to the

security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National



Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems

and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at

[osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements

specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to

those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are

designated as operationally critical support and identified in the contract, the

Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that

includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the

program at 32 CFR part 236); or

- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract

performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

PART IX

**PART IX. ATTACHMENTS – DRY CARGO TIME CHARTER**

ATTACHMENTS

TITLE

A	Government Furnished Property and Directives (GFP)
B	Reserved
C	Reserved
D	DD Form 254, Contract Security Classification Specification
E	Vessel Requirements & Performance Work Statement
F	Reserved
G	U.S. Department of Labor Wage Determination
H	Anti-Terrorism/Force Protection (AT/FP), Chemical, Biological, Radiological Defense (CBRD) And Training Requirements
I	Reserved
J	Shipboard Security System (SSS) Requirements
K	Reserved
L	COMSCINST 3121.9 Series, MSC Standard Operating Manual (SOM)

M	Boats and Craft Dimensions
N	Reserved
O	Reserved
P	Reserved
Q	Subcontracting Plan

# GFP Attachment

Status: Approved

## GFP Attachment Information:

Attachment Description	Attachment Number	Attachment Date
Contract Award	2	2020-04-14

## Contract Information:

Contract Number Type	Contract Number	Contact Order Number
DoD Contract (FAR)	N3220517C3513	

Contract CAGE Code	Contract Effective Date
0BFF3	2017-04-14

Program Title
Comments

## Serialized Item(s):

Serialized Item - Line Number: 1					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M9, PISTOL 9MM	Pistol 9MM M9 Beretta Army	1005011182640			9MM M9 BARETTA
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	386.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 2					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M9, PISTOL 9MM	Pistol 9MM M9 Beretta Army	1005011182640			9MM M9 BARETTA
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	386.00		true
Delivery Date	Duration		Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 3					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M9, PISTOL 9MM	Pistol 9MM M9 Beretta Army	1005011182640			9MM M9 BARETTA
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	386.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 4					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M9, PISTOL 9MM	Pistol 9MM M9 Beretta Army	1005011182640			9MM M9 BARETTA
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	386.00		true
Delivery Date	Duration		Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 5					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M9, PISTOL 9MM	Pistol 9MM M9 Beretta Army	1005011182640			9MM M9 BARETTA
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	386.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 6					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M9, PISTOL 9MM	Pistol 9MM M9 Beretta Army	1005011182640			9MM M9 BARETTA
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	386.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 7					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M14, 7.62MM RIFLE	M14, 7.62MM RIFLE	1005005891271			M14
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	2500.00		true
Delivery Date	Duration		Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 8					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M14, 7.62MM RIFLE	M14, 7.62MM RIFLE	1005005891271			M14
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	2500.00		true
Delivery Date	Duration		Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 9					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M14, 7.62MM RIFLE	M14, 7.62MM RIFLE	1005005891271			M14
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	2500.00		true
Delivery Date	Duration		Time Unit		Delivery Event
Notes					

Serialized Item - Line Number: 10					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M14, 7.62MM RIFLE	M14, 7.62MM RIFLE	1005005891271			M14
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	2500.00		true
Delivery Date	Duration		Time Unit		Delivery Event
Notes					



**Serialized Item - Line Number: 11**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SHOTGUN 12GA 500	SHOTGUN 12GA 500 A1 MOSS 17BBL	100501651956 1			500 A1 MOSS
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	400.00		true
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Serialized Item - Line Number: 12**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SHOTGUN 12GA 500	SHOTGUN 12GA 500 A1 MOSS 17BBL	100501651956 1			500 A1 MOSS
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	400.00		true
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Serialized Item - Line Number: 13**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SHOTGUN 12GA 500	SHOTGUN 12GA 500 A1 MOSS 17BBL	100501651956 1			500 A1 MOSS
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	400.00		true
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Serialized Item - Line Number: 14**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SHOTGUN 12GA 500	SHOTGUN 12GA 500 A1 MOSS 17BBL	100501651956 1			500 A1 MOSS
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	400.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Serialized Item - Line Number: 15**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SHOTGUN 12GA 500	SHOTGUN 12GA 500 A1 MOSS 17BBL	100501651956 1			500 A1 MOSS
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	400.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

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**Non-Serially Managed Item(s):****Non-Serialized Item - Line Number: 1**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SECURITY CABINET	SECURITY CABINET/CLASS 5 GUN SAFE	10000000000001			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	4715.40		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 2**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PYRIDOSTIG MINE BROMIDE TABLETS,USP	PYRIDOSTIG MINE BROMIDE TABLETS,USP	1000000000002			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
6		Each	56.97		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 3**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SHIPBOARD BW/CW DEFENSE AND COUNTERME ASU	SHIPBOARD BW/CW DEFENSE AND COUNTERME ASU	1000000000003			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	0.01		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 4**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
RADIAC POLICIES AND PROCEDURE S CD	RADIAC POLICIES AND PROCEDURE S CD	1000000000004			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	0.01		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 5**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SURFACE SHIP SURVIVABILITY, NAVY TACTICS	SURFACE SHIP SURVIVABILITY, NAVY TACTICS	1000000000005			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	3.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 6**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TREATMENT OF CHEM CASUALTY	TREATMENT OF CHEM CASUALTY	1000000000006			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	10.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 7**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
RADIATION HEALTH &	RADIATION HEALTH &	1000000000007			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	10.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 8**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
NSTM STOWAGE, HANDLING AND DISPOSAL CH 670	NSTM STOWAGE, HANDLING AND DISPOSAL CH 670	1000000000008			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	10.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 9**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
NRP RADIACSET, AN/PDQ-8	NRP RADIACSET, AN/PDQ-9	1000000000009			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	2483.64		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 10**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
RADIAC	RADIAC	1000000000010			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	1261.24		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 11**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
RADIAC	RADIAC	1000000000011			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	1261.24		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 12**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
DETECTOR, RADIAC	DETECTOR, RADIAC	1000000000012			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	693.87		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 13**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TROUSER, WET WEATHER XLRG	TROUSER, WET WEATHER XLRG	1000000000013			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
11		Pair	57.61		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 14**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TROUSER, WET WEATHER MED	TROUSER, WET WEATHER MED	1000000000014			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Pair	57.61		true
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 15**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PARKA WEPARKA. WETWEATHE R XL	PARKA WEPARKA. WETWEATHE R XL	100000000001 5			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
11		Each	85.90		true
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 16**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TYVEK DISPOSABLE COVERALL LARGE	TYVEK DISPOSABLE COVERALL LARGE	1000000000016			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
13		Box	166.33		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 17**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PARKA WETWEATHER MED	PARKA WETWEATHER MED	1000000000017			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	84.85		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 18**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
CORROSIVE/ACID STORAGE CABINET	CORROSIVE/ACID STORAGE CABINET	1000000000018			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	736.96		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 19**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M50 GAS MASK KIT, LRG	M50 GAS MASK KIT, LRG	1000000000019			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
10		Each	411.64		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 20**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M50 GAS MASK KIT, SMALL	M50 GAS MASK KIT, SMALL	1000000000020			
Quantity		Unit Of Measure	Unit Acquisition Cost	Use As-Is	
7		Each	0.01	true	
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 21**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
M50 GAS MASK KIT, MED	M50 GAS MASK KIT, MED	1000000000021			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
16		Each	95.68		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 22**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
AMPLIFIER ADAPTER	AMPLIFIER ADAPTER	1000000000022			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
5		Each	69.10		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 23**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
AMPLIFIER AUDIO	AMPLIFIER AUDIO	1000000000023			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
5		Each	126.14		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 24**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TOOL SIZING	TOOL SIZING	1000000000024			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	10.27		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					



**Non-Serialized Item - Line Number: 25**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
CAN TRASH AND GARBAGE	CAN TRASH AND GARBAGE	1000000000025			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	29.34		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 26**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TRASH &	TRASH &	1000000000026			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	7.22		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 27**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SIGNS, REFLECTIVE, ARROW RIGHT	SIGNS, REFLECTIVE, ARROW RIGHT	1000000000027			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Page	177.93		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 28**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SIGN, REFLECTIVE DECON STATION	SIGN, REFLECTIVE DECON STATION	1000000000028			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Page	119.92		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 29**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SIGN, REFLECTIVE GAS	SIGN, REFLECTIVE GAS	1000000000029			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Page	119.92		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 30**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SIGN, REFLECTIVE ATOM	SIGN, REFLECTIVE ATOM	10000000000030			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Page	97.62		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 31**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SIGNS, REFLECTIVE, ARROW LEFT	SIGNS, REFLECTIVE, ARROW LEFT	10000000000031			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	177.93		true
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 32**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SIGN, REFLECTIVE BIO	SIGN, REFLECTIVE BIO	10000000000032			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Page	119.92		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 33**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PAPER, CHEMICAL AGENT DETECTOR (M9)	PAPER, CHEMICAL AGENT DETECTOR (M9)	1000000000033			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
5		Roll	8.34		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 34**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PAPER, CHEMICAL AGENT DETECTOR (M8)	PAPER, CHEMICAL AGENT DETECTOR (M8)	10000000000034			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
5		Book	1.28		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 35**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TOWEL, BATH	TOWEL, BATH	10000000000035			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
24		Each	0.80		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 36**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
BAG, LINEMAN'S TOOL, ROUND	BAG, LINEMAN'S TOOL, ROUND	1000000000036			
Quantity		Unit Of Measure	Unit Acquisition Cost	Use As-Is	
1		Each	46.95	true	
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 37**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PAIL, UTILITY	PAIL, UTILITY	1000000000037			
Quantity		Unit Of Measure	Unit Acquisition Cost	Use As-Is	
2		Each	8.37	true	
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 38**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
BRUSH CHASSIS AND RUNNING GEAR	BRUSH CHASSIS AND RUNNING GEAR	10000000000038			
Quantity		Unit Of Measure	Unit Acquisition Cost	Use As-Is	
2		Each	0.40	true	
Delivery Date	Duration	Time Unit	Delivery Event		
Notes					

**Non-Serialized Item - Line Number: 39**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
HANDLE, CIRCULAR	HANDLE, CIRCULAR	1000000000039			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
4		Each	5.61		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 40**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
BRUSH, SCRUB	BRUSH, SCRUB	1000000000040			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
4		Each	4.49		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 41**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SQUEEZEE (12IN)	SQUEEZEE (12IN)	1000000000041			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
10		Each	7.07		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 42**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SOAP, LAUNDRY	SOAP, LAUNDRY	1000000000042			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Box	44.28		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 43**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PENCIL	PENCIL	1000000000043			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		DOZEN	1.98		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 44**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PENCIL, XTRA THICK	PENCIL, XTRA THICK	1000000000044			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		DOZEN	2.79		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 45**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
CLIPBOARD	CLIPBOARD	1000000000045			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	3.05		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 46**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
MEASURE, LIQUID	MEASURE, LIQUID	1000000000046			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		BOX	41.29		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 47**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SCISSORS, BANDAGE	SCISSORS, BANDAGE	1000000000047			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	11.68		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 48**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PAD, WRITING PAPER	PAD, WRITING PAPER	1000000000048			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		DOZEN	21.69		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 49**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
CHALK, MARKING	CHALK, MARKING	1000000000049			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Group	5.81		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 50**

Item Name	Item Description	NSN	CAGE Code	Part Number		Model Number
BRUSH, SCRUB FINGERNAIL	BRUSH, SCRUB FINGERNAIL	10000000000050				
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is	
2		BOX	22.81		true	
Delivery Date		Duration	Time Unit		Delivery Event	
Notes						

**Non-Serialized Item - Line Number: 51**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PRESSURE TAPE, SENSITIVE	PRESSURE TAPE, SENSITIVE	10000000000051			
Quantity	Unit Of Measure	Unit Acquisition Cost	Use As-Is		
2	ROLL	2.24	true		
Delivery Date	Duration	Time Unit	Delivery Event		
Notes					

**Non-Serialized Item - Line Number: 52**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
STOPWATCH	STOPWATCH	1000000000005 2			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	67.71		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 53**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
DETERGENT, GENERAL PURPOSE	DETERGENT, GENERAL PURPOSE	7930002829699			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
4		Gallon	185.90		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 54**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SPONGE	SPONGE	10000000000053			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	129.54		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 55**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
BAG, PLASTIC (10 GAL)	BAG, PLASTIC (10 GAL)	10000000000054			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		BOX	19.25		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					



**Non-Serialized Item - Line Number: 56**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TWINE, FIBEROUS	TWINE, FIBEROUS	1000000000055			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Pound	3.99		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 57**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
BAG, PLASTIC (33 GAL)	BAG, PLASTIC (33 GAL)	1000000000056			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		BOX	41.75		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 58**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
DETECTOR KIT, CHEMICAL AGENT (M256A2)	DETECTOR KIT, CHEMICAL AGENT (M256A2)	1000000000057			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Kit	92.11		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 59**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
ATNAA	ATNAA	10000000000058			
Quantity		Unit Of Measure	Unit Acquisition Cost	Use As-Is	
75		Each	21.16	true	
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 60**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
DIAZEPAM AUTO INJECTORS	DIAZEPAM AUTO INJECTORS	1000000000005 9			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
30		Each	35.29		true
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 61**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
CIPROFLOXA CIN 500 MG	CIPROFLOXA CIN 500 MG	1000000000006 0			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
10		Bottle	35.45		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 62**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
REACTIVE SKIN DECON LOTION	REACTIVE SKIN DECON LOTION	10000000000061			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		BOX	1240.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 63**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
COAT, CHEMICAL PROTECTIVE XL/L	COAT, CHEMICAL PROTECTIVE XL/L	10000000000062			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	153.04		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 64**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
OVERBOOT, LIGHTWEIGHT XL	OVERBOOT, LIGHTWEIGHT XL	1000000000063			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	58.79		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 65**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
RSDL TRAINING	RSDL TRAINING	1000000000064			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
4		PAGE	10.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 66**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
OVERBOOT, LIGHTWEIGHT M	OVERBOOT, LIGHTWEIGHT M	1000000000065			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	60.91		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 67**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
GLOVE SET, CHEMICAL PROTECTIVE XL	GLOVE SET, CHEMICAL PROTECTIVE XL	1000000000066			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	32.60		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 68**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
COAT, CHEMICAL PROTECTIVE L/R	COAT, CHEMICAL PROTECTIVE L/R	1000000000067			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	133.83		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 69**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TROUSER, CHEMICAL PROTECTIVE 2XL/L	TROUSER, CHEMICAL PROTECTIVE 2XL/L	1000000000068			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	228.11		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 70**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
COAT, CHEMICAL PROTECTIVE M/L	COAT, CHEMICAL PROTECTIVE M/L	1000000000069			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	179.62		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 71**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TROUSER, CHEMICAL PROTECTIVE M/R	TROUSER, CHEMICAL PROTECTIVE M/R	1000000000070			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	180.09		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 72**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
COAT, CHEMICAL PROTECTIVE L/L	COAT, CHEMICAL PROTECTIVE L/L	1000000000071			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	133.83		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 73**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
SIMULATOR M256A1, DETECTOR TICKET, CHEMICAL	SIMULATOR M256A1, DETECTOR TICKET, CHEMICAL	1000000000072			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	218.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 74**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
GLOVE SET, CHEMICAL PROTECTIVE	GLOVE SET, CHEMICAL PROTECTIVE	1000000000073			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
6		PAIR	30.18		true
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 75**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PPE KIT MEDIUM/LARGE B	PPE KIT MEDIUM/LARGE B	1000000000074			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
11		KIT	539.08		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 76**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PPE KIT BAG SMALL/MEDIUM B	PPE KIT BAG SMALL/MEDIUM B	1000000000075			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		KIT	539.08		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 77**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PPE KIT LARGE/3XLARGE	PPE KIT LARGE/3XLARGE	1000000000076			
Quantity		Unit Of Measure	Unit Acquisition Cost	Use As-Is	
1		KIT	539.08	true	
Delivery Date	Duration	Time Unit		Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 78**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PPE KIT LARGE/XLAR GE	PPE KIT LARGE/XLAR GE	1000000000077			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		KIT	539.08		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 79**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PPE KIT MEDIUM/LARGE A	PPE KIT MEDIUM/LARGE A	1000000000078			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
8		KIT	539.08		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 80**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PPE KIT BAG LARGE/2XLARGE	PPE KIT BAG LARGE/2XLARGE	1000000000079			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		KIT	958.13		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 81**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
PPE KIT BAG SMALL/MEDIUM A	PPE KIT BAG SMALL/MEDIUM A	10000000000080			
Quantity		Unit Of Measure	Unit Acquisition Cost	Use As-Is	
2		KIT	539.08	true	
Delivery Date	Duration		Time Unit	Delivery Event	
Notes					

**Non-Serialized Item - Line Number: 82**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
NRP, RADIAC SET, AN/PDQ-8	NRP, RADIAC SET, AN/PDQ-8	1000000000081			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	2483.64		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 83**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TROUSER, CHEMICAL PROTECTIVE XL/L	TROUSER, CHEMICAL PROTECTIVE XL/L	1000000000082			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	164.56		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 84**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
DIZAEPAM TRAINING	DIZAEPAM TRAINING	1000000000083			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAGE	931.30		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 85**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TRAINING KIT ATNAA	TRAINING KIT ATNAA	1000000000084			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	236.16		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					



**Non-Serialized Item - Line Number: 86**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
COAT, CHECMICAL PROTECTIVE 2XL/L	COAT, CHECMICAL PROTECTIVE 2XL/L	1000000000085			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		Each	116.93		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 87**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TROUSER, CHEMICAL PROTECTIVE L/R	TROUSER, CHEMICAL PROTECTIVE L/R	1000000000086			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	145.55		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 88**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TROUSER, CHEMICAL PROTECTIVE L/L	TROUSER, CHEMICAL PROTECTIVE L/L	1000000000087			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	210.39		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 89**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
OVERBOOT, LIGHTWEIGHT L	OVERBOOT, LIGHTWEIGHT L	10000000000088			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	61.07		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 90**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
TROUSER, CHEMICAL PROTECTIVE M/R	TROUSER, CHEMICAL PROTECTIVE M/R	10000000000089			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
3		PAIR	133.83		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 91**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
MSC ACCESS BADGE, RED, RESTRICTED ESCORT	MSC ACCESS BADGE, RED, RESTRICTED ESCORT	10000000000090			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
20		Each	33.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

Non-Serialized Item - Line Number: 92					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
MSC ACCESS BADGE, WHITE, UNRESTRICTED NO ESCORT	MSC ACCESS BADGE, WHITE, UNRESTRICTED NO ESCORT	1000000000091			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
20		Each	0.28		true
Delivery Date	Duration		Time Unit		Delivery Event
Notes					

Non-Serialized Item - Line Number: 93					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
MSC ACCESS BADGE, YELLOW, RESTRICTED NO ESCORT	MSC ACCESS BADGE, YELLOW, RESTRICTED NO ESCORT	1000000000092			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
20		Each	33.00		true
Delivery Date	Duration		Time Unit		Delivery Event
Notes					

Non-Serialized Item - Line Number: 94					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
1/8" NYLON LANYARD, RED W/SWIVEL HOOK	1/8" NYLON LANYARD, RED W/SWIVEL HOOK	1000000000093			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
25		Each	1.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 95**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
1/8" NYLON LANYARD, YELLOW W/SWIVEL HOOK	1/8" NYLON LANYARD, YELLOW W/SWIVEL HOOK	1000000000094			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
25		Each	1.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 96**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
1/8" NYLON LANYARD, WHITE W/SWIVEL HOOK	1/8" NYLON LANYARD, WHITE W/SWIVEL HOOK	1000000000095			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
25		Each	1.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 97**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
RADIAC SET AN/DPQ-1	RADIAC SET AN/DPQ-1	1000000000096			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	1220.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 98**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
GOGGLES, AN/PVS-7D NIGHT VISION	GOGGLES, AN/PVS-7D NIGHT VISION	1000000000097			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		Each	2748.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 99**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
DETECTOR, RADIA OA-9449/PDQ	DETECTOR, RADIA OA-9449/PDQ	1000000000098			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		Each	666.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 100**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
FENDER, MARINE	FENDER, MARINE (YOKOHAMA)	2040001287982			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
2		EACH	710.00		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

**Non-Serialized Item - Line Number: 101**

Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
WEAPONS CONTAINER	WEAPONS CONTAINER	7110014762954			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
1		EACH	6096.61		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

Non-Serialized Item - Line Number: 102					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
IMMERSION SUITS, ADULT UNIVERSAL	IMMERSION SUITS, ADULT UNIVERSAL	1000000000099			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
20		SET	247.35		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

Non-Serialized Item - Line Number: 103					
Item Name	Item Description	NSN	CAGE Code	Part Number	Model Number
IMMERSION SUITS, ADULT OVERSIZE	IMMERSION SUITS, ADULT OVERSIZE	1000000000100			
Quantity		Unit Of Measure	Unit Acquisition Cost		Use As-Is
14		SET	247.35		true
Delivery Date		Duration	Time Unit		Delivery Event
Notes					

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Requisitioned Item(s):

DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information.)

OMB No. 0704-0567  
OMB approval expires:  
October 31, 2020

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